SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW67-99-B-0041	[X] SEALED BID (IFB) [ ] NEGOTIATED (RFP)	3 August 1999	1

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
DACW67-99-C-0069	W68MD9-9111-9058	PN:

7. ISSUED BY CODE W68MD9

Seattle District, Corps of Engineers
ATTN: CENWS-CT-CB
PO Box 3755
Seattle, WA 98124-3755

8. ADDRESS OFFER TO

Seattle District, Corps of Engineers
PO Box 3755 ATTN: CENWS-CT-CB
Seattle, WA 98124-3755

HAND CARRY: Preston Conference Room
4735 East Marginal Way South
Seattle, WA 98134-2385
BID OPENING ROOM: Preston Conference Room

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	See Information Page inside Front Cover	See Information Page inside Front Cover

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 number, date):

Furnish all labor, materials and equipment and perform all work for South Jetty Repair, Westport, Grays Harbor Country, Washington, in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation No. DACW67-99-B-0041 dated 3 August 1999 with 3 amendments thereto.
2. Wage determination No. WA990001 with 9 modifications thereto.
3. Drawings as listed is Section 00800.
4. See page 00010-2(a) for alterations to the Contract.

11. The Contractor shall begin performance within 5 calendar days and complete it within See Paragraph SC-1 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. (See Paragraph SC-1 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
[X] YES [ ] NO	5

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 2 September 1999 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

STEELHEAD CONSTRUCTORS, INC.
P.O. Box 997
Palo Cedro, CA 96073

Tax ID No: 68-0390343 DUNS No: 160279295
eMail: SCIPCCA@AOL.com

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

FAX:

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

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

AMOUNTS ▶ See page 00010-4

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

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1	2	3							
DATE	8/16/99	8/19/99	8/27/99							

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

KEVIN RAMSTROM - PRESIDENT

20B. SIGNATURE

20C. OFFER DATE 9/2/99

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED

0001, 0002, 0003, 0004, 0005, 0006, 0007

22. AMOUNT
$2,387,500.00

23. ACCOUNTING AND APPROPRIATION DATA
See Page 00010-2 (a) Alterations Page

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

NW Area Office
PO Box 92146
Tillicum, WA 98492-0146

27. PAYMENT WILL BE MADE BY
US Army Corps of Engineers Finance Center
CEFC-AO-P
5720 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 the issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
JANET L. OLSON

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY Janet L. Olson

31C. AWARD DATE
9SEP99

STANDARD FORM 1442 BACK (REV. 4-85)

ALTERATIONS IN CONTRACT
(FAR 52.252-4) (APR 1984)

PORTIONS OF CONTRACT ARE ALTERED AS FOLLOWS:

The Accounting and Appropriation Data is as follows:

96X31230000	082433	2520001X80006770	NA	96453
			$300,000	

Reference SC-6 Continuing Contracts (EFARS 52.232-5001) (MAR 1995) On Page 00800-3.

The dollar amount in Paragraph (b) is hereby changed from $400,000 to $300,000 and has been reserved for this contract.and is available for payments to the Contractor during the current fiscal year.

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CONTRACT NUMBER: DACW67-99-C-0069

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE **APPLICABLE PORTION** OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, LOIS PASALICH, certify that I am the SECRETARY-TREAS.

who signed this contract on behalf of the Contractor was then PRESIDENT of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its

Lois Pasalich (CORPORATE
(Secretary) SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Soci
below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute

(state "none" or describe limitations, if any) _____

This authority shall remain in full force and ef
any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

_____ _____

_____ _____

_____ _____

_____ _____

_____

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The Bid Schedule is revised and reissued in its entirety.

SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Mobilization and Demobilization	1	JOB	L.S.	$100,000
0002	All Work Except for Items 0001, 0003, 0004, 0005, 0006 and 0007	1	JOB	L.S.	$125,000
0003	Armor Stone - Jetty				
	a. First 10,000 Tons	10,000	Tons	$55	$550,000
	b. Over 10,000 Tons	1,000	Tons	$65	$65,000
0004	Quarry Spalls - Jetty				
	a. First 8,000 Tons	8,000	Tons	$20	$160,000
	b. Over 8,000 Tons	2,000	Tons	$18	$36,000
0005	Transition Beach Material				
	a. First 15,000 Tons	15,000	Tons	$15.50	$232,500
	b. Over 15,000 Tons	1,000	Tons	$15	$15,000
0006	Graded Riprap - Wave Deflection Mound				
	a. First 25,000 Tons	25,000	Tons	$32	$800,000
	b. Over 25,000 Tons	5,000	Tons	$32	$160,000
0007	Quarry Spalls - Wave Deflection Mound				
	a. First 5000 Tons	5,000	Tons	$24	$120,000
	b. Over 5000 Tons	1,000	Tons	$24	$24,000
				TOTAL	$2,387,500

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AMENDMENT OF SOLICITATION/~~MODIFICATION OF CONTRACT~~

1. CONTRACT ID CODE			PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 08/27/99	4. REQUISITION/PURCHASE REQ. NO. W68MD9-9111-9058	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE W68MD9		7. ADMINISTERED BY (If other than Item 6) CODE	

US ARMY ENGINEER DISTRICT, SEATTLE
PO BOX 3755
SEATTLE WA 98124-3755

Bonilie L Lackey A03(206) 764-4481

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000

CODE 00000 FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO. DACW67-99-B-0041

9B. DATED (SEE ITEM 11) 08/03/99

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) ~~By completing Items 8 and 15, and returning _____ copies of the amendment~~; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/~~MODIFICATION~~ (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SOUTH JETTY REPAIR, WESTPORT, GRAYS HARBOR, WASHINGTON

1. This amendment three (0003) provides for the following change:

   a. Addition to Section 02480 - JETTY, pages 02480-18 and 02480-19.

2. The attached new specification pages are to be inserted in sequence.

All portions of the revised or new pages shall apply whether or not

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

changes have been indicated.

3. The bid opening date remain unchanged as follows:

2 September 1999 at 2:00 p.m. LOCAL TIME

4. NOTICE: Please allow sufficient time for hand carried bids. Increased security measures now require personnel entering Federal Center South to show a picture ID and sign in BEFORE proceeding to the bid opening room.

5. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of envelope in which offer is enclosed to show amendments.

Enclosures:
1.02480-18 (new)
2.02480-19 (new)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE			PAGE OF PAGES 1 2
2. AMENDMENT/~~MODIFICATION NO.~~ 0002	3. EFFECTIVE DATE 08/19/99	4. REQUISITION/PURCHASE REQ. NO. W68MD9-9111-9058	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE W68MD9 US ARMY ENGINEER DISTRICT, SEATTLE PO BOX 3755 SEATTLE WA 98124-3755 Judith Tomlinson A05(206) 764-6804		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000

CODE | FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO. DACW67-99-B-0041

9B. DATED (SEE ITEM 11) 08/03/99

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: ~~(a) By completing Items 8 and 15, and returning _____ copies of the amendment;~~ (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/~~MODIFICATION~~ (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROJECT: SOUTH JETTY REPAIR, WESTPORT, GRAYS HARBOR COUNTY, WA

DACW67-99-B-0041

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This Amendment 0002 provides for the following changes:

A. This amendment revises Section 02480.

B. The attached revised specification page supersedes and replaces corresponding speciication page and is be inserted in sequence. Specification change is shown lined out for deletion and underlined for addition with a vertical line in the margin.

C. The bid opening time and date of 2:00 P.M., local time, 2 September 1999, remain unchanged.

D. NOTICE TO BIDDERS: Bidders MUST acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark outside of envelope in which bid is enclosed to show amendment received.

ONE ENCLOSURE

Revised Page 02480-8

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/~~MODIFICATION NO.~~	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	08/16/99	W68MD9-9111-9058	

6. ISSUED BY CODE W68MD9

US ARMY ENGINEER DISTRICT, SEATTLE
PO BOX 3755
SEATTLE WA 98124-3755

Judith Tomlinson A05(206) 764-6804

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000

CODE FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO.
DACW67-99-B-0041

9B. DATED (SEE ITEM 11)
08/03/99

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: ~~(a) By completing Items 8 and 15, and returning _____ copies of the amendment;~~ (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/~~MODIFICATION~~ (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROJECT SOUTH JETTY REPAIR, WESTPORT, GRAYS HARBOR COUNTY, WA

DACW67-99-B-0041

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This Amendment 0001 provides for the following changes:

A. The attached revised Bid Schedule is hereby added and supercedes the previous Bid Schedule.

B. For technical inquiries, contact John Zabukovec. Preferred contact is via the followng Internet address:

john.j.zabukovec@usace.army.mil

C. U.S. Department of Labor Wage Determination WA990001 (Modification No. 9 dated 07/30/99) is hereby attached and incorporated into the solicitation and made a part thereof.

D. Bid opening time and date of 2:00 P.M. local time, 2 September 1999, remain unchanged.

E. NOTICE TO BIDDERS: Bidders MUST acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark outside of envelope in which bid is enclosed to show amendment received.

TWO ENCLOSURES

1. Revised Bid Schedule

2. Wage Determination (Mod No. 9, dated 07/30/99

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3	52.244-1	RESERVED
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6	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
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93	52.236-4010	HAUL ROAD RESTORATION (52.236-4010, NOV 1998)

SECTION 00700
CONTRACT CLAUSES

1 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 these addresses:

http://www.arnet.gov/far
http://farsite.hill.af.mil
http://www.dtic.mil/dfars

(End of clause)

2 52.203-9 reserved (Reference)
3 52.244-1 RESERVED (Reference 44.204)
4 52.202-1 I DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

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

(c) Component means any item supplied to the Federal Government as part of an end item or of another component.

(d) 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 (e)(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 (e)(1) or (e)(2) solely because the item is not yet in use.

(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) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

5 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.

(End of clause)

(R 7-104.16 1952 MAR)

6 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

(R 7-103.20 1958 JAN)

(R 1-1.503)

(R 1-7.102-18)

7 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.

(End of clause)

8 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.

(End of clause)

9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

10 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 recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or

has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

11 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

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

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover

stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(End of clause)

12 52.209-6 PROTECTING THE GOVERNMENT'S 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 interest. 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 officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement 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 Federal Procurement and Nonprocurement Programs.

(3) 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.

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

(End of clause)

13 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.

(End of clause)

14 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 type and 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 been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the 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 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 data 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 relating 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.

(End of clause)

15 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 the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a 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 pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the

Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price 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) above.

(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 issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

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

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

(2)(i) Except as prohibited by subdivision (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 or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

16 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 modifications 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 subsection FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause 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)

17 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

18 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women 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, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(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

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) 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.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals means a small business concern that represents, as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

(4) Small business concern owned and controlled by women means a small business concern--

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

(ii) Whose management and daily business operations are controlled by one or more women; and

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

19 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(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 least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

20 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.

(End of clause)

21 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the

event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. 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 any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

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

(End of clause)

22 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

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

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

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

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

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

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

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

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of

the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

(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.

(End of clause)

23 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

24 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails

to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

25 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall

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

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

(End of clause)

26 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

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

(End of clause)

27 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.

(End of clause)

28 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

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

(End of clause)

29 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

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

(End of clause)

30 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.

(End of clause)

31 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.

(End of clause)

32 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
6.1%	6.9%

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

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

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

(1) Name, address, and telephone number of the subcontractor;
(2) Employer's identification number of the subcontractor;
(3) Estimated dollar amount of the subcontract;
(4) Estimated starting and completion dates of the subcontract; and
(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Washington, Grays Harbor County, Westport .

(End of provision)
(R 7-2003.14(d) 1978 SEP)

33 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 performance of 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 rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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

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

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

(End of clause)

34 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 action obligations

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

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

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

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

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

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

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

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

referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

(12) Conduct, at least annually, an inventory and evaluation at least

of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

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

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

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

sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

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

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

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

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

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

(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).

(End of clause)

35 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

"All employment openings" includes 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.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that 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.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a

dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing 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.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, 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 system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system 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, Guam, and the Virgin Islands.

(e) 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 disabled veterans and veterans of the Vietnam era, 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. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and 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 the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) 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.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

36 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations,

and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

37 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

38 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical

area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

(R 7-103.29 1975 OCT)

(R 1-1.2302)

39 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(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 at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for

violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) 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 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

40 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the

life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed 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) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern 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 of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

41 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material 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, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"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 as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used 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 excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"

none

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission 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. 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).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate

consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) +
Item 1:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....
Item 2:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

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

(End of clause)

42 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, 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 by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(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 agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

43 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given

by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

44 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

(R 7-602.16 1964 JUN)

45 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

46 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material

for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

47 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(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.

(End of clause)

48 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 all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract

action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

49 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.

(End of clause)

50 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

51 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is

received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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

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

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

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

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the

Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

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

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

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

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

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

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

(6) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision

(a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

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

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

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

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

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

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

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

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

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

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

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

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall

be made on the 14th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

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

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the

Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under 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 subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a

deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under 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. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest

penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

52 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)

53 52.233-1 I DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)

(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 subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duty 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 ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that 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 or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

54 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and

the Government.

(End of clause)

55 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.

(End of clause)

56 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made

available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

57 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

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58 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.

(End of clause)

59 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for

complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

60 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

61 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

62 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and

utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

63 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

64 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

65 52.236-13 ACCIDENT PREVENTION (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 subcontracts.

(End of clause)

66 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer.

If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

67 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.

(End of clause)

68 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

69 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

70 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

71 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective

specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

72 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an

appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

73 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.

(End of clause)

(R 7-604.4 1976 JUL)

74 52.248-3 VALUE ENGINEERING--CONSTRUCTION (MAR 1989)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(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) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or (2) $100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(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) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(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)

75 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract

in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 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 or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (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 modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the

Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and

documents.

(End of clause)

76 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 obligations 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.

(End of clause)

77 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

_____

(End of clause)
(R 7-105.1(a) 1949 JUL)

78 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

79 52.201-7000 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)

80 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions.

As used in this clause--

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

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

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

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

(3) As a consultant, agent, or representative for 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 5 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 specified in paragraph (b) of this clause; or

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

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

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

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

(End of clause)

81 52.204-7003 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.

(End of clause)

82 52.209-7004 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)

83 52.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for

testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

84 52.227-7033 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.

(End of clause)

85 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the

Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

86 52.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

87 52.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)

(a) The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

(End of clause)

88 52.243-7001 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.

(End of clause)

89 52.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

90 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

91 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principiles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

92 52.201-4001 SUCCESSOR CONTRACTING OFFICERS (52.0201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Neverthless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

93 52.236-4010 HAUL ROAD RESTORATION (52.236-4010, NOV 1998)

The Contractor shall preserve and protect all existing private access roads, haul roads, and/or right-of-way roads. At completion of the work and prior to the Contractor leaving the project/work site, the Contractor shall restore the pre-project conditions all such roads at its own expense. Restoration/repair efforts shall include replacement of base rock and/or surface treatment as required.

END OF SECTION 00700

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SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.212-3).

The Contractor shall be required to (a) commence work under this Contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

SC-1.1 DELETED

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.212-5)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of $862.00 for each day of delay.

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

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

SC-3. DELETED

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) (EFARS 52.212-5001): This variation in estimated quantities clause is applicable only to Item Nos. 0003, 0004, 0005, 0006 and 0007.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0003, 0004, 0005, 0006 and 0007 is less than 85 percent of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0003, 0004, 0005, 0006 and 0007 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0003, 0004, 0005, 0006 and 0007 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(A) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(B) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

SC-6. CONTINUING CONTRACTS (EFARS 52.232-5001) (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 contribution 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 $400,000 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 paragraphs (f) and (i) 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 therefore.

(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.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent (15%) of the total amount of work to be performed under the Contract. The 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.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(c) Datum and Bench Marks: The plane of reference of M.L.L.W. as used in these specifications is that determined by the bench marks, as shown on the drawings.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials,

and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11. PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. Payment Item No. 0001 (DEC 1991) (FAR 52.236-7004):

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 80 percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining 20 percent upon completion of the demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

SC-12 AND SC-13. DELETED

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense

Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 “Construction Equipment Ownership and Operating Expense Schedule” Volume 4 (Montana) and Volume 8 (Washington, Oregon and Idaho) are available from the Superintendent of Documents, P.O. Box 371954, Pittsburg, PA 15250-7954, phone (202) 512-1800 and fax (202) 512-2250, OR from the Government Bookstore in the Jackson Federal Building, Seattle, WA, phone (206) 553-4279. The cost is $28.00 for each volume. Use the following stock numbers when ordering schedules:

S/N 008-022-00300-2	Volume 4
S/N 008-022-00304-5	Volume 8

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17. DELETED

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

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

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

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of this Section.

SC-19 THROUGH SC-21. DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the offeror that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. YEAR 2000 WARRANTY: The Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract, all information technology contained therein shall be Year 2000 compliant. Specifically:

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

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

DESIGN AUTHENTICATION

South Jetty Repair
Westport, Washington

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation.

Stephen R. Pierce, P.E.
Civil Engineer, Washington
Acting Chief, Contract Administration/
Cost Engineering Section

Steven D. Babcock
Project Manager
Programs and Project Management Division

Rick L. Moshier, P.E.
Mechanical Engineer, Washington
Chief, Design Branch
Engineering/Construction Division

Phillip M. O'Dell, P.E.
Civil Engineer, ~~Washington~~ LA.
Chief, Engineering/ Construction Division

This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are within the scope of their employment as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

INDEX OF DRAWINGS

DRAWING NUMBER	SHEET No.	PLATE No.	TITLE	REV. No.	DATE
			South Jetty Repair, Westport, Washington		
E-5-6-108	1	G-1	Title, Vicinity Map, Location Map, and Drawing Index		99JUN14
	2	G-2	General Plan		99JUN14
	3	C-1	Detailed Plan		99JUN14
	4	C-2	Typical Sections		99JUN14

DRAWING NUMBER	SHEET NUMBER	TITLE	REVISION NUMBER	DATE

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1,2,& 3	Civil Works Projects Identification Sign	REV 07APR88
1	Hard Hat Sign	10SEP90

END OF SECTION

General Decision Number WA990001

Superseded General Decision No. WA980001

State: Washington

Construction Type:
DREDGING
HEAVY
HIGHWAY

County(ies):
STATEWIDE

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS
(Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	03/12/1999
1	03/19/1999
2	05/07/1999
3	05/21/1999
4	06/04/1999
5	06/18/1999
6	06/25/1999
7	07/02/1999
8	07/09/1999
9	07/30/1999

COUNTY(ies):
STATEWIDE

CARP0001W 06/01/1999

	Rates	Fringes
COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES		
CARPENTERS:		
GROUP 1:	22.23	5.60
GROUP 2:	23.34	5.60
GROUP 3:	22.50	5.60
GROUP 4:	22.23	5.60
GROUP 5:	55.13	5.60
GROUP 6:	26.33	5.60
SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES		
CARPENTERS:		
GROUP 1:	21.56	5.60
GROUP 2:	22.66	5.60
GROUP 3:	21.82	5.60
GROUP 4:	21.56	5.60
GROUP 5:	53.46	5.60
GROUP 6:	25.65	5.60

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler; Insulators (all types), Acoustical, Drywall and Metal Studs, Metal Panels and Partitions; Floor Layer, Sander, Finisher and Astro Turf; Layout Carpenters; Form Builder; Rough Framer; Outside or Inside Finisher, including doors, windows, and jams; Sawfiler; Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and Dismantling; Stationary Saw-Off Bearer; Wire, Wood and Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

DEPTH PAYY FOR DIVERS:

Each foot over 50-100 feet	$1.00
Each foot over 100-175 feet	2.25
Each foot over 175-250 feet	5.50

HAZMAT PROJECTS

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0003O 06/01/1999

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
CARPENTERS; ACOUSTICAL	25.19	6.42
DRYWALL	25.19	6.42
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materils	25.34	6.67
MILLWRIGHTS	25.69	6.67
PILEDRIVERS	25.69	6.67
DIVERS	57.90	6.67
DIVERS TENDERS	27.57	6.67

DEPTH PAY

50 TO 100 FEET	$1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET	1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET	2.00 PER FOOT OVER 150 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85

Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0770D 06/01/1999

	Rates	Fringes
WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
CARPENTERS AND DRYWALL APPLICATORS	25.50	6.37
CARPENTERS ON CREOSOTE MATERIAL	25.60	6.37
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS	25.63	6.37
MILLWRIGHT AND MACHINE ERECTORS	26.50	6.37
ACOUSTICAL WOKRERS	25.66	6.37
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	25.70	6.37
PILEDRIVER, BRIDGE DOCK & WHARF CARPENTERS	25.50	6.37
DIVERS	62.97	6.37
DIVERS TENDER	28.01	6.37

(HOURLY ZONE PAY APPLICABLE TO ALL CLASSIFICATIONS EXCEPT MILLWRIGHT AND PILEDRIVER)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

	Zone Pay
0 -25 radius miles	Free
25-35 radius miles	$1.00/hour
35-45 radius miles	$1.15/hour
45-55 radius miles	$1.35/hour
Over 55 radius miles	$1.55/hour

(HOURLY ZONE PAY - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

	Zone Pay
0 -25 radius miles	Free
25-45 radius miles	$ .70/hour
Over 45 radius miles	$1.50/hour

CENTRAL WASHINGTON: CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA

COUNTIES

CARPENTERS AND DRYWALL APPLICATORS	20.47	6.37
CARPENTERS ON CREOSOTED MATERIAL	20.57	6.37
SAWFILERS, STATIONARY POWER S37 OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLERS, FLOOR SANDER OPERATORS	20.60	6.37
MILLWRIGHT AND MACHINE ERECTORS	26.50	6.37
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	25.70	6.37
PILEDRIVER, BRIDGE DOCK AND WHARF CARPENTERS	25.50	6.37
DIVERS	62.97	6.37
DIVERS TENDER	28.01	6.37

(HOURLY ZONE PAY APPLICABLE TO ALL CLASSIFICATIONS EXCEPT MILLWRIGHT AND PILEDRIVER)

Hourly Zone Pay shall be paid on jobs located outside

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Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay	
0 -25 radius miles	Free
25-35 radius miles	$1.00/hour
35-45 radius miles	$1.15/hour
45-55 radius miles	$1.35/hour
Over 55 radius miles	$1.55/hour

(HOURLY ZONE PAY - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay	
0 -25 radius miles	Free
25-45 radius miles	$ .70/hour
Over 45 radius miles	$1.50/hour

ELEC0046A 06/01/1997

	Rates	Fringes
CALLAM, JEFFERSON, KING AND KITSAP COUNTIES		
ELECTRICIANS	25.81	7.255+3%
CABLE SPLICERS	28.39	7.255+3%

ELEC0048C 07/01/1999

	Rates	Fringes
CLARK, KLICKITAT AND SKAMANIA COUNTIES		
ELECTRICIANS	27.30	9.65+3%
CABLE SPLICERS	27.55	9.65+3%

ELEC0073A 01/01/1999

	Rates	Fringes
ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN		

COUNTIES

ELECTRICIANS	22.77	7.23+3%
CABLE SPLICERS	23.17	7.23+3%

ELEC0076B 07/01/1999

	Rates	Fringes
GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES		
ELECTRICIANS	25.70	8.47+3%
CABLE SPLICERS	28.27	8.47+3%

ELEC0077C 02/01/1999

	Rates	Fringes
LINE CONSTRUCTION		
CABLE SPLICERS	28.55	6.50+3.5%
LINEMEN, POLE SPRAYERS, HEAVY LINE EQUIPMENT MAN	25.75	6.50+3.5%
LINE EQUIPMENT MEN	22.19	5.00+3.5%
POWDERMEN, JACKHAMMERMEN	19.37	5.00+3.5%
GROUNDMEN	18.19	5.00+3.5%
TREE TRIMMER	19.39	5.00+3.5%

ELEC0112E 06/01/1998

	Rates	Fringes
ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES		
ELECTRICIANS	26.20	6.83+3%
CABLE SPLICERS	27.51	6.83+3%

ELEC0191C 06/01/1998

	Rates	Fringes
ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES		
ELECTRICIANS	25.34	6.63+3%
CABLE SPLICERS	27.87	6.63+3%

ELEC0191D 06/01/1998

	Rates	Fringes
CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES		
ELECTRICIANS	23.19	6.63+3%
CABLE SPLICERS	25.51	6.63+3%

ELEC0970A 06/01/1998

	Rates	Fringes
COWLITZ AND WAHKIAKUM COUNTIES		
ELECTRICIANS	25.05	7.50+3%
CABLE SPLICERS	27.56	7.50+3%

ENGI0302E 06/01/1999

	Rates	Fringes
CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUAN, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES		
PROJECTS		

CATEGORY A PROJECTS (excludes Category B projects, as show below)

POWER EQUIPMENT OPERATORS:

Zone 1 (0-25 radius miles):

GROUP 1AAA	27.51	7.38
GROUP 1AA	27.01	7.38
GROUP 1A	26.51	7.38
GROUP 1	26.01	7.38
GROUP 2	25.57	7.38
GROUP 3	25.21	7.38
GROUP 4	23.11	7.38

Zone 2 (26-45 radius miles) - Add $ .70 to Zone 1 rates

Zone 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Bellingham, Mount Vernon, Kent, Port Angeles, Port Townsend, Aberdeen, Shelton, Bremerton, Wenatchee, Yakima, Seattle, Everett

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons or 300 ft. of boom (including job with attachments)

GROUP 1AA - Cranes - 200 tons to 300 tons or 250 ft. of boom (including jib and attachments); Tower crane over 175 ft. in height, base to boom

GROUP 1A - Cranes - 100 tons thru 199 tons or 150' of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft. in height base to boom; Loader-overhead, 8 yards and over; Shovel, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes-45 tons thru 99 tons, under 150 ft. of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Shovel, excavator, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead, 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, d-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled-45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Barch Plant opeator-concrete; Bump cutter; Cranes-20 tons thru 44 tons with

attachments; Cranes-overheads, bridge type-20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel backhoe-3 yards and under; Finishing machine Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Pildriver (other than crane mount); Roto-mill, roto-grinder; Screedman, Spreader, Topside Operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrader trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blow knox, roadtec; Truck crane oiler/driver-100 tons and over; Truck mount portable conveyor;Yo Yo Pay Dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; Cranes-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers D9 and under; Forklifts-3000 lbs and over with attachments; horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strao tower bucket elevators; Hydralifts/boom truck-over 10 tons; Loader-elevating type belt; Motor Patrol Grader-non-finishing; Plant Oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carryall; Service engineers-equipment; Trenching machines; Truck crane oiler/driver-under 100 tons Tractors, backhoes-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes-A-frame-10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts, boom trucks-10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Post Hole Digger-mechanical; Power Plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shot crete/gunite equipment operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects. Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000.

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project Cost $300,000 and over

GROUP 1	24.75	7.38
GROUP 2	24.85	7.38
GROUP 3	25.19	7.38
GROUP 4	25.24	7.38
GROUP 5	26.63	7.38
GROUP 6	24.75	7.38

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

Total Project cost under $300,000

GROUP 1	23.50	7.38
GROUP 2	23.60	7.38
GROUP 3	23.92	7.38
GROUP 4	23.96	7.38
GROUP 5	25.29	7.38
GROUP 6	23.50	7.38

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZAARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

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	Rates	Fringes

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),

COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

POWER EQUIPMENT OPERATORS:		
GROUP 1A	20.51	5.45
GROUP 1	21.06	5.45
GROUP 2	21.38	5.45
GROUP 3	21.99	5.45
GROUP 4	22.15	5.45
GROUP 5	22.31	5.45
GROUP 6	22.59	5.45
GROUP 7	22.86	5.45
GROUP 8	23.96	5.45

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - $2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho
Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton);

Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to

D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operate drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8" bit & over) (Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments, Athey & Huber); Boom Cats (side); Cable Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed

Operator; Shovel(under 3 yds.); Tractors (D-6 & equilvalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180' to 250'	$ .30 over scale
Over 250'	$ .60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

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	Rates	Fringes

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

GROUP 1:	23.98	5.45
GROUP 2:	24.35	5.45
GROUP 3:	24.38	5.45
GROUP 4:	24.77	5.45
GROUP 5:	23.88	5.45

GROUP 1: Assistant Mate (Deckhand) and Oiler
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

ENGI0612A 06/01/1999

	Rates	Fringes

LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF WAHKAIKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND THURSTON COUNTIES

PROJECTS:
CATEGORY A PROJECTS (excludes Category B projects, as shown below)
POWER EQUIPMENT OPERATORS:
ZONE 1 (0-25 radius miles):

GROUP 1AAA	27.51	7.38
GROUP 1AA	27.01	7.38
GROUP 1A	26.51	7.38
GROUP 1	26.01	7.38
GROUP 2	25.57	7.38
GROUP 3	25.21	7.38
GROUP 4	23.11	7.38

ZONE 2 (26-45 radius miles) - Add $.70 to Zone 1 rates
ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 tons to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Crane 100 tons thru 199 tons, or 150 of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Shovel, excavator, backhoes-6 yds and over with attachments

GROUP 1 - Cableways; Cranes-45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type - 45 tons thru 99 tons; Excavator, shovel, backhoes over 3 yards and under 6 yards; hard tail end dump articulating off-road equipment 45 yards and over; loader-overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-

propelled-45 yds and over; Slipform pavers; Transporters-all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump cutter; Cranes-20 tons through 44 tons with

attachments; Crane-overhead, bridge type-20 tons thru 44 tons; Chipper, Concrete Pump-truck mounted with boom attachment; Crushers; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders, plant feed; Locomotive-all; Mechanics-all; Mixers, asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto grinder; screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment under 45 yds.; Subgrader trimmer; Tractors, backhoes over 75 hp.; Transfer material service machine-shuttle buggy, Blaw Knox-Roadtec; Truck Crane Oiler/driver-100 tons and over, Truck Mount Portable Conveyor; Yo Yo Pay dozer.

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; Cranes-A-frame over 10 tons; Drill Oilers-Auger type, truck or crane mount; Dozers-D-9 and under; Forklifts-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/Boom Trucks-over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant Oiler-Asphalt, Crusher; Pumps, Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-Concrete and Carry all; Trenching machines; Truck Crane Oiler/Driver-under 100 tons; Tractor, backhoe-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Crane-A-Frame, 10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts, boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole Digger-mechanical; Power plant; Pumps-Water; Roller-other than Plant Mix; Wheel Tractors, Farmall type; Shotcrete/Gunite Equipment Operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects: Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docts, wharfs, etc.) less than $150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project cost $300,000 and over

GROUP 1	24.75	7.38
GROUP 2	24.85	7.38
GROUP 3	25.19	7.38
GROUP 4	25.24	7.38
GROUP 5	26.63	7.38
GROUP 6	24.75	7.38

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

Total Project Cost under $300,000

GROUP 1	23.50	7.38
GROUP 2	23.60	7.38

GROUP 3	23.92	7.38
GROUP 4	23.96	7.38
GROUP 5	25.29	7.38
GROUP 6	23.50	7.38

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D equipment - Base wage rate
H-2 - Class "C" Suit - Base wage rate + $.25 per hour
H-3 - Class "B" Suit - Base wage rate + $.50 per hour
H-4 - Class "A" Suit - Base wage rate +$.75 per hour

ENGI0701D 01/01/1999

	Rates	Fringes

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS (See Footnote A)
ZONE 1:

GROUP 1	25.91	8.20
GROUP 2	25.00	8.20
GROUP 3	24.30	8.20
GROUP 4	23.83	8.20
GROUP 5	23.27	8.20
GROUP 6	21.10	8.20

Zone Differential (add to Zone 1 rates):
Zone 2 - $1.50

Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 ON Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark and Cowlitz Counties, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; COOS, BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs of projects located more than 30 miles ans less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs of projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Crane Operator, over 200 tons; Whirley Operator 90 tons and over; Helicopter Operators, when used in erecting work; Floating Crane, 150 tons but less than 250 tons; Lattice Boom Crane - 200 tons and over, Boom 201' through 280'; FLOATING EQUIPMENT: Floating Crane, 250 tons and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto-mill, pavement profiler, operator, six foot lateral cut and over; BLADE: Auto Grader or "Trimmer" Operator (Grade Checker required); BULLDOZERS: Tandem bulldozer operator, quad-nine and similar type; D-11; Tandem Bulldozer Operator, Quad-nine and similar type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator;

Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; Crane Operator, over 40 tons and including 100 tons; Crane Operator, over 100 tons and including 200; Tower Crane Operator, over 80 tons and including 150 tons; Whirley Operator - under 90 tons; Lattice Boom Crane - 90 through 199 tons, Boom = 150' through 200'; CRUSHER: Crusher Plant Operator; FLOATING QUIPMENT: Floating Clamshell, etc. Operator, 3cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 80 tons; Floating Crane (derrick barge) Operator, 80 ton but less than 150 ton; LOADERS: Loader Operator, 6 cu. yds. but less than 12 cu. yds.; Loader Operator, 12 cu. yds. and over; REMOTE CONTROL: Remote controlled earth-moving equipment (no one operator shall operate more than two pieces of earth-moving equipment at one time); RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, OPERATOR: Shovel, etc., 3 cu. yds., but less than 5 cu. yds.; Shovel, etc., 5 cu. yds. and over; TRENCH MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour (two Operators and at least one Grade Oiler required); Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise, when used in construction work.

GROUP 3: CRANES: Lattice Boom Crane - 50 through 89 tons; FORKLIFT: Rock Hound Operator; LOADERS: Loader Operator, 4 cu. yds. but less than 6 cu. yds.; Rubber-tired RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver Operator (Screed man required); Diesel-Electric engineer, Plant; Roto-Mill, pavement profiler, operator, under six foot lateral cut; BLADE: Blade Operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator; Drill Cat Operator; Side-boom Operator; Bulldozer Operator, twin engine (TC 12 and similar type, D-10); Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Compactor Operator, with blade; Compactor Operator, multi-engine; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Cherry Picker or similar type crane-hoist, 5 ton capacity or less; Crane Operator, under 25 ton (except for rough terrain), Hoist Operator, two drum; Hoist Operator, three or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator, up to twenty-five ton; Crane Operator, over twenty-five ton and including forty ton; Bridge Crane Operator; Locomotive, Gantry, Overhead; Lattice Boom Crane - 25 through 49 tons; CRUSHER:

Generator Operator; Diesel-Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-

Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshelll, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer required); GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail auger Operator (all types); Combination Guardrail machines, i.e. punch, auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES: Hydraulic Backhoe Operator, Track Type 3/8 cu. yd. takes shovel Classif. rate); LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 2-1/2 cu. yds. and under 4 cu. yds.; Elevating Loader Operator, Athey and asimilar types; Elevating Grader Operator, operated by Tractor Operator, sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; PIPELINE, SEWER WATER: Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REPAIRMEN, HEAVY DUTY: Diesel-Electric Engineer (Plant or Floating); Bolt Treading Machine Operator; Drill Doctor (bit grinder); H.D. Mechanic; H.D. Welder; Machine Tool Operator; Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both; Welder-Certified, when dispatched and/or required; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self-loading, paddle wheel, auger type 15 cu. yds. and over, single engine; SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER OPERATOR: Diesel-Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Hoe, etc., Operator, under 1 cu. yd.; Shovel, etc., 1 cu. yd. and less than 3 cu. yds.; Grade-all Operator, under 1 cu. yd.; Grade-all 1 cu. yd. and over; SURFACING (BASE) MATERIALS: Blade Mounted Spreaders, Ulrich and similar types; TRACTOR-RUBBER TIRED: Tractor Operator, rubber-tired, over 50 H.P. Flywheel; Tractor Operator, with boom attachment; Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type); TRENCHING MACHINE: Trenching Machine Operator, maximum digging capacity over 3 ft. depth (Grade Oiler required); Back Filling Machine Operator; TUNNEL: Mucking Machine Operator; Shield Operator; Boring Machine Operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and reconditioner Operator (any type), 84; roto-mill, Pavement Profiler, ground man.; COMPRESSORS: Compressor Operator any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type) Pavement Grinder and/or Grooving Machine Operator (riding type); Cement

Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator Grouting Machine Operator; Concrete Mixer Operator, single drum, under five bag capacity and over; Cast place pipe laying machine; Maginnis Internal Full Slab Vibrator Operator; Concrete Finishing machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and earth Boring Machine Operator; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton; HYDRAULIC HOES: Hydraulic Backhoe Operator, wheel type 3/8 cu. yd and under with or without front end attachment 2-1/2 cu. yds. and under (Ford, John Deere, Case, Type); LOADERS: Loaders, rubber-tired type, 2-1/2 cu. yds. and under; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; OILERS: Service Oiler (Greaser); PIPELINE, SEWER WATER: Hydra Hammer or similar types; Pavement Breaker Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie

Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; SURFACING (BASE) MATERIAL: Roller Operator, Oiling, C.T.B.; Rock Spreaders self-propelled; Pulva-mixer or similar types; Chip Spreading Machine Operator Lime Spreading Operator, construction job site; SWEEPERS: Sweeper Operator (Wayne Tractor Operator, rubber-tired, 50 H.P. Flywheel and under; TRENCHING: Trench Machine Operator, maximum digging capacity 3 ft. depth

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; BLADE: Blade Operator, pulled type; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Truck Crane Oiler-Driver, 25 tons capacity or over; Fireman, all equipment; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler, auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bucket Elevator Loader Operator, Barber-Greene and similar types; Bobcat, Skid Steer - Under 1 yd; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver, 25 ton or over; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Tar Pot Fireman; PIPELINE SEWER WATER: Tar Pot Fireman (power agitated); Hydraulic Pipe Press Operator; PUMPS: Pump Operator,

under 4"; Pump Operator (any power), 4" and over; Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; REPAIRMAN HEAVY DUTY: Parts Man (Tool Room); SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER OPERATORS: Oiler; Grade Oiler (required to check grade); Grade Checker; Fireman; Signalman; Bell Boy, phones, etc., Operator; Helicopter Radioman (ground); SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine Operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator, staw, pulp or seed; SWEEPERS: Broom Operator, self-propelled, construction job site; TRENCHING: Oiler; Grade Oiler (required to check grade); TUNNEL: Conveyor Operator (any type); air Filtration Equipment Operator; Motormen (dinkey); Oiler; WELDING MACHINES: Welding Machine Operator

FOOTNOTE A: HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outline in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.
H-2 Class "C" Suit - Basic hourly wage rate plus $1.00 per hour, fringes plus $0.15.
H-3 Class "B" Suit - Basic hourly wage rate plus $1.50 per hour, fringes plus $0.15.
H-4 Class "A" Suit - Basic hourly wage rate plus $2.00 per hour, fringes plus $0.15.

ENGI0701E 06/01/1999

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES		
DREDGING:		
ZONE A		
LEVERMAN, HYDRAULIC	29.70	7.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	29.70	7.50
ASSISTANT ENGINEER	27.72	7.50
TENDERMAN	26.81	7.50
ASSISTANT MATE	24.38	7.50

ZONE B

LEVERMAN, HYDRAULIC	31.70	7.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	31.70	7.50
ASSISTANT ENGINEER	29.72	7.50
TENDERMAN	28.81	7.50
ASSISTANT MATE	26.38	7.50

ZONE C

LEVERMAN, HYDRAULIC	32.70	7.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	32.70	7.50
ASSISTANT ENGINEER	30.72	7.50
TENDERMAN	29.81	7.50
ASSISTANT MATE	27.38	7.50

ZONE DESCRIPTION FOR DREDGING:
ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
ZONE B - Over 30-50 road miles from Portland City Hall.
ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

IRON0014F 07/01/1999

	Rates	Fringes
ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES		
IRONWORKERS	23.47	10.35

IRON0029I 07/01/1999

	Rates	Fringes
CLARK, CLALLAM, CHELAN, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITTITAS, KLICKITAT, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SKAGIT, SKAMANIA, SNOHOMISH, THURSTON, WAHKAIKUM, WHATCOM AND YAKIMA COUNTIES		
IRONWORKERS	24.22	10.35

LABO0001D 06/01/1999

	Rates	Fringes
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
LABORERS:		
ZONE 1:		
GROUP 1	13.89	5.41
GROUP 2	16.21	5.41
GROUP 3	17.93	5.41
GROUP 4	18.41	5.41
GROUP 5	18.77	5.41

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $ .70
ZONE 3 - $1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

LABORERS:
ZONE 1:

GROUP 1	15.07	5.41
GROUP 2	17.39	5.41
GROUP 3	22.07	5.41
GROUP 4	22.55	5.41
GROUP 5	22.91	5.41

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $ .70
ZONE 3 - $1.00

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete

Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Mortarman and Hodcarrier; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20'); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).

LABO0238E 06/01/1999

	Rates	Fringes

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

LABORERS:

ZONE 1:

GROUP 1	17.40	4.51
GROUP 2	19.50	4.51
GROUP 3	19.77	4.51
GROUP 4	20.04	4.51
GROUP 5	20.32	4.51
GROUP 6	21.69	4.51

Zone Differential (Add to Zone 1 rate): $2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Aspahlt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher,

Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or

fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

LABO0238G 06/01/1999

	Rates	Fringes
COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN		
HOD CARRIERS	20.19	4.51

LABO0335A 06/01/1999

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES		
ZONE 1:		
LABORERS:		
GROUP 1	21.25	6.36
GROUP 2	21.74	6.36
GROUP 3	22.10	6.36
GROUP 4	22.40	6.36
GROUP 5	19.21	6.36
GROUP 6	17.25	6.36
GROUP 7	14.68	6.36

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Guard Rail, Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

PAIN0005B 07/01/1991

	Rates	Fringes
STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES		
STRIPERS	18.14	2.47

PAIN0005D 03/01/1999

	Rates	Fringes
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
PAINTERS	21.85	3.55

PAIN0054D 07/01/1998

	Rates	Fringes

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

PAINTERS*:		
Brush, Roller, Striping, Steam-cleaning and Spray	18.80	3.67
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeples	19.65	3.67
TV Radio, Electrical Transmission Towers	20.39	3.67
Lead Abatement, Asbestos Abatement	18.80	3.67

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

PAIN0055C 11/01/1997

	Rates	Fringes

CLARK, COWLITZ, KLICKITAT, SKAMANIA, AND WAHKIAKUM COUNTIES

INDUSTRIAL - ANY INDUSTRIAL FACILITY, MANUFACTURING PLANTS, PROCESS PLANTS, FACTORIES, PAPER MILLS AND ALUMINUM PLANTS

PAINTERS:		
Brush & Roller	16.68	3.25
Spray and Sandblasting	17.28	3.25
High work - All work 60 ft. or higher	17.18	3.25

PAIN0055L 10/01/1993

	Rates	Fringes

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

PAINTERS:		
HIGHWAY AND PARKING LOT STRIPER	20.83	4.76

PLAS0072E 06/01/1999

	Rates	Fringes

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

ZONE 1:		
CEMENT MASONS	21.57	5.24

Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston

Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528A 06/01/1998

	Rates	Fringes

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH,

THURSTON, AND WHATCOM COUNTIES

CEMENT MASON	23.80	7.89
COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	24.05	7.89

PLAS0555B 06/01/1999

	Rates	Fringes

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

ZONE 1:		
CEMENT MASONS	22.81	7.00
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	23.22	7.00
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	23.22	7.00
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	23.64	7.00

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

PLUM0032B 06/01/1998

	Rates	Fringes

CLALLAM, KING AND JEFFERSON COUNTIES

PLUMBERS AND PIPEFITTERS	29.48	10.08

PLUM0032D 06/01/1998

	Rates	Fringes

CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES

PLUMBERS AND PIPEFITTERS	23.47	8.67

PLUM0044C 06/01/1999

	Rates	Fringes

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN (EASTERN PART), PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES

PLUMBERS AND PIPEFITTERS	27.71	7.89

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* PLUM0082A 06/01/1999

	Rates	Fringes

CLARK (NORTHERN TIP INCLUDING WOODLAND), COWLITZ, GRAYS HARBOR, LEWIS, MASON (EXCLUDING NE SECTION), PACIFIC, PIERCE SKAMANIA, THURSTON AND WAHKIAKUM COUNTIES

PLUMBERS AND PIPEFITTERS	22.42	9.75

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* PLUM0265C 06/01/1999

	Rates	Fringes
ISLAND, SKAGIT, SNOHOMISH AND SAN JUAN COUNTIES		
PLUMBERS AND PIPEFITTERS	28.37	9.54
WHATCOM COUNTY		
PLUMBERS AND STEAMFITTERS		
Plumbing projects over $3,000,000	27.40	9.54
Plumbing projects $3,000,000 and under	28.37	9.04

PLUM0290K 04/01/1999

	Rates	Fringes
CLARK (ALL EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND)		
PLUMBERS AND PIPEFITTERS	28.31	9.30

PLUM0598E 06/01/1998

	Rates	Fringes
ADAMS (SOUTHERN PART), ASOTIN (EXCLUDING THE CITY OF CLARKSTON), BENTON, COLUMBIA, DOUGLAS (EASTERN HALF), FERRY (WESTERN PART), FRANKLIN, GARFIELD, GRANT, KITTITAS (ALL BUT NORTHERN TIP), KLICKITAT, LINCOLN (WESTERN PART), OKANOGAN (EASTERN), WALLA WALLA AND YAKIMA COUNTIES		
PLUMBERS	27.80	9.60

PLUM0631A 06/01/1997

	Rates	Fringes
MASON (NE SECTION), AND KITSAP COUNTIES		
PLUMBERS/PIPEFITTERS:		
All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than $100,000	14.55	7.98
All other work where the plumbing and mechanical cost of the project is $100,000 and over	20.78	12.28

TEAM0037C 06/01/1999

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES		
TRUCK DRIVERS		
ZONE 1:		
GROUP 1	22.57	7.60
GROUP 2	22.69	7.60
GROUP 3	22.82	7.60

GROUP 4	22.07	7.60
GROUP 5	23.29	7.60
GROUP 6	23.44	7.60
GROUP 7	23.64	7.60

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds., Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Solo Flat Bed and misc. Body

Trucks, 0 - 10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under. "A" Frame or Hydra-lift Truck with load bearing surface; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer, Truck and Trailers or doubles transporting equipment or wet or dry materials; Lumber Carrier Driver - Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Water Wagons (rated capacity) over 3,000 to 5,000 gallons; Dumpsters or similar equipment, all sizes; Transit Mix and Wet or Dry Trucks, over 5 cu. yds, and including 7 cu. yds

GROUP 3: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds.; Transit Mix and Wet or Dry Mix Trucks, over 7 cu. yds. and including 11 cu. yds.; Truck Mechanic-Welder-Body Repairman; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds.; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds.

GROUP 6: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds.

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds.

TEAM0174A 06/01/1999

	Rates	Fringes
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
TRUCK DRIVERS;		
GROUP 1:	23.05	8.21
GROUP 2:	22.47	8.21
GROUP 3:	20.43	8.21
GROUP 4:	16.68	8.21
GROUP 5:	22.22	8.21

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 -"A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +$.75 per hour - This level utilizes a fully-

encapsulated suit with a self-contained breathing apparatus or a supplied air line.

ZONE DIFFERENTIALS

Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRAVEL - Zone A - 0 - 25 miles - Free Zone
Zone B - 25 - 45 miles - $ .70 per hour.
Zone C - Over 45 miles - $1.00 per hour.

TEAM0760C 06/01/1999

	Rates	Fringes

COUNTIES FROM THE TOP OF THE CASCADE MOUNTAIN RANGE EAST: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, AND WHITMAN COUNTIES

TRUCK DRIVERS
(ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1: (INCLUDES ALL OF YAKIMA COUNTY)

GROUP 1	17.42	7.31
GROUP 2	19.69	7.31
GROUP 3	20.19	7.31
GROUP 4	20.52	7.31
GROUP 5	20.63	7.31
GROUP 6	20.80	7.31
GROUP 7	21.33	7.31
GROUP 8	21.66	7.31

Zone Differential (Add to Zone 1 rate: Zone 2 - $2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel

Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-

loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DW's & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.
LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated

suit with a self-contained breathing apparatus.

NOTE: Trucks Pulling Equipment Railers: shall receive $.15/hour over applicable truck rate

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

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

TABLE OF CONTENTS

SECTION C - TECHNICAL SPECIFICATIONS

Section No.	Section Title
	DIVISION 1 - GENERAL REQUIREMENTS
01001	Supplementary Requirements
01005	Site Specific Supplementary Requirements
01025	Measurement and Payment
01035	Modification Procedures
01061	Environmental Protection
01300	Submittals
01400	Contractor Quality Control
01501	Construction Facilities and Temporary Controls
01702	As-Built Records and Drawings.
	DIVISION 2 - SITEWORK
02480	Jetty
02515	Patching of Asphalt Pavement
	DIVISIONS 3 THROUGH 16 (Not Applicable)

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SECTION 01001

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 CONSTRUCTION SCHEDULING

1.1.1 CONSTRUCTION PROGRESS CHARTS AND STATUS REPORTS:

1.1.2 The instructions and information herein supplement the requirements of Paragraph SCHEDULE FOR CONSTRUCTION CONTRACTS IN THE CONTRACT CLAUSES. The proposed Construction Progress Chart shall be prepared on ENG Form 2454. Additional instructions are obtained in INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to the Contractor by the Contracting Officer. This manual is available for inspection in the Office of the Seattle District, Corps of Engineers 4735 East Marginal Way South, Seattle, Washington.

1.1.3 The Minimum principal contract features (activities) to be included on ENG Form 2454 shall represent the work in each of the following divisions:

(a) Armor Stone - Jetty, in Place

(b) Quarry Spalls – Jetty, in Place

(c) Transition Beach Material, in Place

(d) Graded Riprap – Wave Deflection Mound, in Place

(e) Quarry Spalls – Wave Deflection Mound, in Place

1.1.4 The Construction Progress Chart shall show the total bid amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at the close of each weekly period. This percentage shall be based on percentage of physical completion of the work.

1.1.5 The Construction Progress Chart shall be submitted within 10 calendar days after the date of receipt of notice to proceed.

1.1.6 The Contractor shall prepare and submit a monthly project status report. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions he will take to regain his schedule. The report shall include a description of problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed. Any delays caused by the Government shall be identified. Any significant items or events that occurred during the report month shall also be detailed.

1.2 CORRESPONDENCE

1.2.1 All correspondence shall be addressed to the Administrative Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.
1.2.2 All correspondence from the Contracting Officer will be also serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

1.2.3 In the event there is more than one project within a contract, correspondence shall contain separate and distinct submittals to identify each project by name.

1.2.4 For submission of Contractor payment requests, See Section 01025, MEASUREMENT AND PAYMENT.

1.3 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE):

(a) No known historical, archeological and cultural resources are known to exist within the Contractor's work area.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.4 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN OCE):

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1420, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contract Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made as part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

1.5 SPECIAL SAFETY REQUIREMENTS:

In addition to Safety and Health Requirements Manual EM 385-1-1, dated September 1996, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:
"c. Property damage in excess of $2,000.00

(2) Add new paragraph d as follows:
"An injury resulting in a lost workday, not including the day of injury."

1.6 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph 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:

1.6.1 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.

1.6.2 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.

1.6.3 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	
14	11	12	9	6	5	3	4	5	9	13	14	Westport, WA

1.6.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.6.5 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. 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)".

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

1. CONDUCT OF WORK

1.1 COORDINATION AND WORK HOURS

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 Work hours are 7:00 AM to 7:30 PM daily, Monday through Saturday, excluding holidays. Work hours other than as specified shall be coordinated with and approved by the Contracting Officer.

1.2 CONTRACTOR SECURITY

The Corps of Engineers will not be responsible for providing security for Contractor-owned/controlled equipment, supplies, or materials. The Contractor shall provide those necessary security measures.

1.3 PERSONNEL IDENTIFICATION

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to insure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project.

1.4 HAUL ROADS

1.4.1 Contractor shall coordinate haul road operations and restrictions with the City of Westport, the State Department of Transportation, and the State Department of Parks and Recreation. Any debris deposited on public roads due to Contractor's operations shall be removed continually and road shall be left in a clean condition at the end of each day. Damage to any private road due to Contractors operations shall be repaired by the Contractor to restore the road to a condition as good or better that before Contractors operations.

1.4.2 Contractor shall submit a Traffic Control Plan for moving of haul vehicles on and across public roads in a manner that is conducive to the safety of motorists and workers. This shall include placement and maintenance of traffic control devices, flaggers, etc., in accordance with the U.S. Department of Transportation, Federal Highway Administration publication, manual on uniform Traffic Control Devices.

1.5 TEMPORARY DOCK

A temporary dock may be constructed at the barge unloading facility (See Plate G-2) The temporary dock may be a barge with mooring dolphins or constructed of timber. The temporary dock shall be completely removed at the completion of construction and the barge unloading facility restored to original conditions, unless otherwise directed by the Contracting Officer. Construction of temporary mooring dolphins shall be coordinated with the Washington

Department of Fish and Wildlife. Use of the barge unloading facility shall be coordinated with the Port of Grays Harbor (POC Ken Rausch, Marina Operations Specialist, phone (360) 268-9665) and City of Westport (POC Fred Chapman, Director of Public Works, phone (360) 268-0835).

1.6 NOTICE TO MARINERS

Contractor shall notify, in writing, Commander (oan), 13th Coast Guard District, 915 Second Avenue, Room 3564, Seattle, Washington 98174, with copy to Contracting Officer 10 days prior to start of any dredging so that work may be included in local notice to mariners by U.S. Coast Guard.

PARTS 2 and 3 (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

1. GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings. Payment shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

2. MEASUREMENT

2.1 Vehicle Measurement

All material delivered by vehicle shall be weighed on scales provided by the Contractor and approved by the Contracting Officer. The scales shall be certified and shall be of sufficient capacity to permit weighing the transporting vehicle both empty and full. Classes of material shall not be mixed in any given load. Scales shall be of the type that will print weigh tickets. A duplicate copy of each weigh ticket shall be furnished to the Contracting Officer. The Contractor's weighmaster shall be subject to the approval of the Contracting Officer.

2.2 Barge Measurement

a. All material delivered by barge shall have its weight calculated by the displacement method. In such calculations, 1 cubic foot of displacement will be assumed to be equivalent to 64 pounds of weight. All gauges necessary, in the opinion of the Contracting Officer, for measuring displacement, shall be placed to his satisfaction on barges by and at the expense of the Contractor. All barges shall be loaded as nearly as practicable uniformly over their entire deck area. The Contractor may place more than one class of rock material on any barge load, provided that during the loading period the weight of the total of each class of rock removed is determined by the displacement method. If weight displacement, as determined by the Contracting Officer, cannot be properly made on a partial, non-uniformly loaded barge, the load shall be redistributed by the Contractor so that weight calculation by the displacement method can be made. All barges shall be free from internal water when measured.

b. No barge shall be used in the work until a tonnage displacement table certified by a registered professional engineer or naval architect has been furnished and approved by the Contracting Officer. The Contractor is invited to be present in person, or to be represented by an authorized agent, during the measuring of barges. When the displacement of the barges are determined or redetermined, a record of measurements will be sent to the Contractor; if he protests in writing within five (5) days, the barge will be measured at his expense, and he must be present in person, or be represented by a capable accredited agent, so that correct measurements can be agreed upon. Failure of the Contractor to protest in writing within five (5) days will be regarded as having accepted the weigher's record.

c. Each barge shall be plainly marked by a distinctive number, letter, or name which shall not be changed or given to any other barge during the period of the contract. A barge load data sheet shall be furnished the Contracting Officer for each barge load. Information on the data sheet shall include light and loaded draft readings at each corner of the barge, the resulting gross, tare, and net tonnages, resulting net volume, and times when the loading began and was completed. The data sheet, when completed, shall be signed and dated by the Contractor's representative on site.

d. Quantities measured as provided above will be paid for at applicable contract unit price for number of tons of materials placed and accepted.

e. Displacement measurements shall be made at point of delivery immediately prior to unloading, during unloading (as specified above), and immediately upon completion of unloading. All measurements shall be made in the presence of the authorized Contracting Officer Representative. The Contractor shall give the construction inspector at least 24 hours advance notice of barge deliveries. The construction inspector will record barge measurements for payment quantity purposes before unloading starts.

3. PAYMENT

3.1 Payment will be made at the contract lump sum price for Item No. 0001, Mobilization and Demobilization, payment of which shall constitute full compensation for transportation of all plant, material, equipment, and supplies to and from the project and will be paid in accordance with SPECIAL CLAUSES, Paragraph SC-11, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

3.2 Payment will be made at the contract lump sum price for Item No. 0002, All Work Except for Items 0001, 0003, 0004, 0005, 0006 and 0007, payment of which shall constitute full compensation for Item No. 0002, complete. Work includes but is not limited to excavation, backfill, placement and removal of haul roads, temporary dock, scale and barges and measurement by scales and barges, field trailer, and relocation of logs and driftwood.

3.3 Payment will be made at the contract unit prices for Item No. 0003, Armor Stone - Jetty, payment of which shall constitute full compensation for Item No. 0003, complete. Work includes furnishing, quarrying, processing, loading, hauling, and placement jetty armor stone.

3.4 Payment will be made at the contract unit prices for Item No. 0004, Quarry Spalls - Jetty, payment of which shall constitute full compensation for Item No. 0004, complete. Work includes furnishing, quarrying, processing, loading, hauling, and placement of jetty quarry spalls.

3.5 Payment will be made at the contract unit prices for Item No. 0005, Transition Beach Material, payment of which shall constitute full compensation for Item No. 0005, complete. Work includes furnishing, quarrying, processing, loading, hauling, and placement of transition beach material.

3.6 Payment will be made at the contract unit prices for Item No. 0006, Graded Riprap – Wave Deflection Mound, payment of which shall constitute full compensation for Item No. 0006, complete. Work includes furnishing, quarrying, processing, loading, hauling, and placement of wave deflection mound graded riprap.

3.7 Payment will be made at the contract unit prices for Item No. 0007, Quarry Spalls - Wave Deflection Mound, payment of which shall constitute full compensation for Item No. 0006, complete. Work includes furnishing, quarrying, processing, loading, hauling, and placement of wave deflection mound quarry spalls.

4. PROGRESS PAYMENT INVOICE

4.1 Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

4.2 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

4.3 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

PARTS 2 and 3 (NOT USED)

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION	2. DATE
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)	4. CONTRACT NO. _____ 5. INVOICE NO.
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE From: To:
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: ( ) -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone ( ) -

11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that

(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this 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; and

(3) This request for progress payment 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.

_____ _____ _____

(Signature) **(Title)** **(Date)**

12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): _____ Updated Progress Chart/Schedule _____ Progress Narrative _____ Certified Payrolls (submitted weekly) _____ Safety Exposure Report _____ Updated Submittal \register _____ Progress Photos _____ Subcontractor/Employee Listings	(FOR GOVERNMENT USE ONLY) Retainage: _____% Amt: $_____ Withholdings: $ _____ Reason: _____ _____ Following items are current: As-Builts _____ Yes _____ No O & M Manuals _____ Yes _____ No 1354 Data _____ Yes _____ No Submittal Register _____Yes _____No

END OF SECTION

SECTION 01035

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS:

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause “EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE”.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01061

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as 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 man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken. The Contractor shall keep at the construction site a copy of the State Water Quality Certification issued for the project.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated.

1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.5 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of, any environmental degradation arising from construction activities, all applicable Federal, state, and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the U.S. Army Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual," dated September 1996, as well as specific requirements stated elsewhere in specifications, shall be complied with.

1.6 PROTECTION AND RESTORATION OF PROPERTY

The work shall include the preservation of all public and private property, monuments, power and telephone line, other utilities, roads, etc., along and adjacent to the project area insofar as they may be endangered. All utility lines damaged shall be repaired. When or where any direct or indirect damages or injury are done to public or private property by, or on account of, any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof, such property shall be restored to a condition similar and equal to that existing before such damage or injury was done.

1.7 NOISE, AIR, AND WATER POLLUTION

All Federal laws concerning contamination of air and water shall be complied with. Contractor shall comply with state, county, and municipal laws. Fouling or polluting the water will not be permitted, and special precautions shall be taken to preserve water quality. Dust control precautions shall be taken to preserve air quality.

1.8 PROVISIONS FOR FISH CONSIDERATION

No toxic material or petroleum products shall be washed into or permitted to enter marine waters. At all times in performing the work, steps shall be taken as required to prevent interference or disturbance to safe passage to spawning areas of anadromous and other game fish. Visual observation in the project area will be performed by the Contracting Officer and by the Contractor. If any distressed or dead fish, or obvious signs of contamination such as oil sheen or odor, are observed by the Contractor, he shall stop work and immediately notify the Contracting Officer.

PARTS 2 AND 3 NOT USED

END OF SECTION

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), with the exception of Division 1 submittals, the contractor shall meet with the COR to develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (GA): Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO): Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

- Those items that can be visually inspected by the contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Submittals required by the Contract Clauses and other non-technical parts of the contract are not included in this section. These type of submittals shall be added to the register before or during the submittal coordination meeting. Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

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.

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.

Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used n the work.

Statements

A document, required of the contractor, or through the contractor from a subcontractor, supplier, installer, or manufacturer to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other quality verifications.

Reports

Reports of inspections or tests, including analyses and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer that a product, system or material meets specified requirements. The statement must be dated after the award of this contract and state the contractor's name and address, project and location, and list specific requirements which are being certified.

Samples

Fabricated and/or unfabricated physical examples of materials, products, and/or units of work as complete units or as portions of units.

Records

Documentation to record compliance with technical or administrative requirements.

Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

1.3 APPROVED SUBMITTALS

The approval of submittals by the COR 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. The contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format 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, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. 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 lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. GA submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 – for Divisions 2 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph

SUBMITTALS at the beginning of each specification section) A blank form ENG 4288 are attached at the end of this specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled “Item No.” and all data under “Contractor Schedule Dates” and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. When a conflict exists between the submittal register and a submittal requirement in the technical sections, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the “Remarks” column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both GA and FIO submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. 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. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the contractor shall record the "transmittal numbers" assigned when submitting items in column “Transmittal No.” of the ENG FORM 4288. The item numbers in column “Item No.” of submittal register shall correspond to the item numbers on ENG Form 4025.

3.6 SUBMITTAL PROCEDURE

3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the “Remarks” column. Submit a complete collated “reviewers copy” with one 4025 form and attachments (not originals). The remaining copies (4

for GA, 2 for FIO) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the contractor for correction and resubmittal.

3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as GA, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

3.6.4.1 Submittals Containing Drawings Larger than 11" by 17"

For GA submittals containing drawings larger that 11" by 17", one reproducible and one blue line copy will be required to be submitted with five copies of the Form 4025. The marked-up reproducible (and/or any review comments contained on the 8.5" by 11" page-size comment sheet(s) at the Government's option) will be returned to the contractor upon review. Three copies of blue line drawings (generated from the reviewed reproducible) will be provided to the Government within 10 days of contractor's receipt of the reviewed reproducible. The contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The contractor shall use the marked-up reproducible to make any additional copies as needed.

3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 3 by 4 inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See SECTION: 01400 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01400 CONTRACTOR QUALITY CONTROL.

3.10 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."

3.11 GOVERNMENT APPROVED SUBMITTALS (GA)

The Contractor shall submit 5 copies of GA submittals with 5 corresponding 4025 forms. Upon completion of GA submittal review, they will be marked with an action code, dated, and returned to the contractor. See “Drawings” above for special instructions if drawings larger than 11 inches by 17 inches are used.

3.11.1 Processing of GA Submittals

Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the contractor. No resubmittal required.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the contractor for correction. No resubmittal required.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and

two copies returned to the contractor for correction. Resubmittal of only those items needing correction required.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the “parent” by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the contractor.

3.12 INFORMATION ONLY SUBMITTALS (FIO)

The Contractor shall submit three copies of data and four copies of ENG Form 4025. FIO submittals will not be returned. Government approval is not required on FIO submittals. These submittals will be used for information purposes. 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 and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12.1 Processing of FIO Submittals

FIO submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the contractor will be notified by the same method used for GA submittals. Resubmittal of nonconforming FIO submittals shall be reclassified GA and shall be in five copies.

3.13 CONTRACTOR APPROVAL STAMP

The stamp used by the contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:_____

CONTRACT NUMBER
_____

TRANSMITTAL NUMBER _____

ITEM NUMBER _____

SPECIFICATION SECTION _____

PARAGRAPH NUMBER _____

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CORRECTIONS AS NOTED

SIGNATURE: _____

TITLE: _____
DATE_____

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE:

3 INCHES BY 3 INCHES

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 TRANSMITT/_____
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: SPEC. PARA. NO. *e.*	CONTRACT REFERENCE DOCUMENT: DRAWING SHEET NO. *f.*	FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 8)* *h.*	FOR CE USE CODE *i.*

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 otherwise stated.

_____
NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

ENG FORM 4025-R, MAR 95 *(ER 415-1-10)* EDITION OF SEP 93 IS OBSOLETE. SHEET ___ OF ___ (Reverse) CEMPCD

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 contract plans and specifications.

(Reverse of ENG Form 4025-R)

APPENDIX A

SUBMITTAL REGISTER

(ENG FORM 4288)

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NUMBER

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

				TYPE OF SUBMITTAL										CLASSIFICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		
TRANSMITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	REMARKS

ENG FORM 4288, MAY 91

EDITION OF AUG 89 IS OBSOLETE

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SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NUMBER

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

				TYPE OF SUBMITTAL										CLASSIFICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		
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ENG FORM 4288, MAY 91

EDITION OF AUG 89 IS OBSOLETE

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(ER 415-1-10)

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ENG FORM 4288, MAY 91

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ENG FORM 4288, MAY 91

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SUBMITTAL REGISTER

South Jetty Repair, Westport, W.

(ER 415-1-10)

CONTRACT NUMBER

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

				TYPE OF SUBMITTAL										CLASSIFICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		
TRANSMITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	REMARKS

ENG FORM 4288, MAY 91

EDITION OF AUG 89 IS OBSOLETE

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SECTION 01400

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1990) Use in the Evaluation of Testing and Inspection Agencies as 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 Clause entitled "Inspection of Construction", in SECTION 00700-CONTRACT CLAUSES of this document.

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 on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "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 by the Contracting Officer's Representative (COR) of the CQC Plan or acceptance by the COR 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 on-site and off-site, 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 manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function. The CQC System Manager shall be a graduate of the Corps of Engineers Quality Management Class.

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 will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTALS.

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 will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

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 and has separate control requirements. It could be

identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature 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 QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to 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 Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. 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 on-site and off-site 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 CQC System Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 2 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

3.4.2 CQC Organizational Staffing

The Contractor shall provide a CQC staff which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.4.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2.2 CQC System Manager

The CQC system manager shall be an experienced construction person with a minimum of 15 years experience in related work. The CQC system manager shall be assigned as system manager but may have duties as project superintendent and or safety officer in addition to quality control.

3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS

Submittals shall be as specified in Section 01300 SUBMITTALS. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Government will furnish copies of test report forms (See Table 2) upon request by the Contractor. The Contractor may use other forms as approved.

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. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract plans.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions 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 drawing 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 constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase 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. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory 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 QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of 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 sample panels is 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 QC 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 on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. 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 or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or 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 tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. 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. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. 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, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will 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. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

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. Costs of testing the Contractor Laboratory facilities for Government acceptance shall be borne by the Contractor. Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI). The contractor shall submit documentation showing the AALA, or other approved testing facility, certification, personnel ACI certifications, and the name and work experience of the Registered Professional Engineer on the staff.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $500.00 plus travel costs 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 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers
Materials Testing Center (Attn: Joe Tom)
Waterways Experiment Station
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-3974

ATTN: Project _____, Contract Number _____
Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

At 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 plans 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 and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed today, 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/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Material received with statement as to its acceptability and storage.

f. Identify 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. List instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government

daily within 24 hours after the date(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 seven 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 Contractor Quality Control Report forms are 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, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, 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.

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt No._____

Contract Title: _____ Location: _____

Weather: Clear __ P.Cloudy __ Cloudy __ Rainfall __ (__% of workday)

Temperature during workday: High ____ degrees F. Low ___ degrees F.

Windspeed _____ Wave height _____

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

Contractor Name	No. of Workers	Crafts/Hours	Work performed

2. EQUIPMENT DATA:

Type, Size, Etc.	Owned/Rented	Hours Used	Hours Standby

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

_____

_____

_____

_____

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

_____

_____

_____

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

_____

_____

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

_____

_____

_____

_____

_____

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

_____
CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED: _____
_____

_____

DESCRIPTION OF TEST: _____

_____

_____
NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME_____

TITLE_____

SIGNATURE_____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR_____

DATE_____

REMARKS
_____

_____

_____

END OF SECTION

SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Water and Electricity

The Contractor shall be responsible for providing its own water, electricity. and telephone.

1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections to the COR. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM

385-1-1, SEP 96. The Contractor shall remove the fire extinguishers at the completion of construction.

1.5 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.6 PROJECT SIGN

Contractor shall provide one project identification sign and one safety performance sign in accordance with conditions hereinafter specified and layout shown on drawings attached at end of this section, except Corps communication mark will be Government furnished. Corps communication mark shall be secured with galvanized screws. All lettering shall be block type, upper case. Letters shall be painted black on white background using exterior-type paint. Sign shall be maintained in excellent condition throughout life of job. Project sign shall be located as directed. Upon completion of project, sign shall be removed and shall remain the property of Contractor except Corps communication mark will remain property of the Government.

1.7 HARD HAT SIGNS

The Contractor shall provide 24 x 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

1.8 STORAGE AND WORK AREAS (STAGING AREAS)

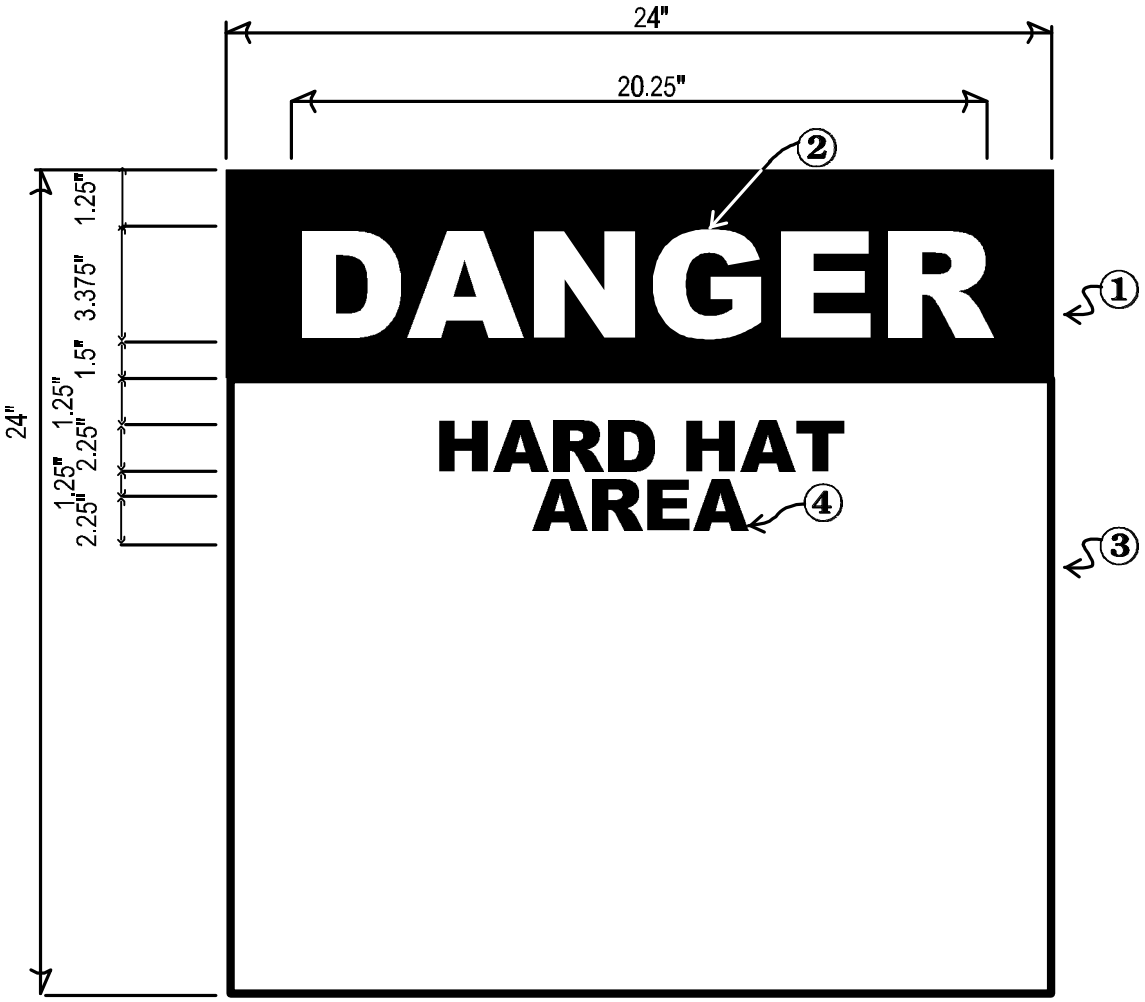
Staging areas shall be located at the barge unloading facility and/or within the project boundary, as designated by the Contracting Officer. Area will be unsecured, and Contractor shall make provisions for its own security. After construction period is completed Contractor shall restore area to its original condition.

1.9 FIELD OFFICE TRAILER

The Contractor shall furnish a trailer, containing approximately 300 square feet, in a location designated by and for the use of the Contracting Officer. The trailer shall be furnished with two desks. Two chairs and one stool shall be furnished.. A wall locker shall be furnished which is suitable for hanging coats and rain gear and as general storage. The building shall have two windows and shall have a door with a lock set with two keys. Each window shall

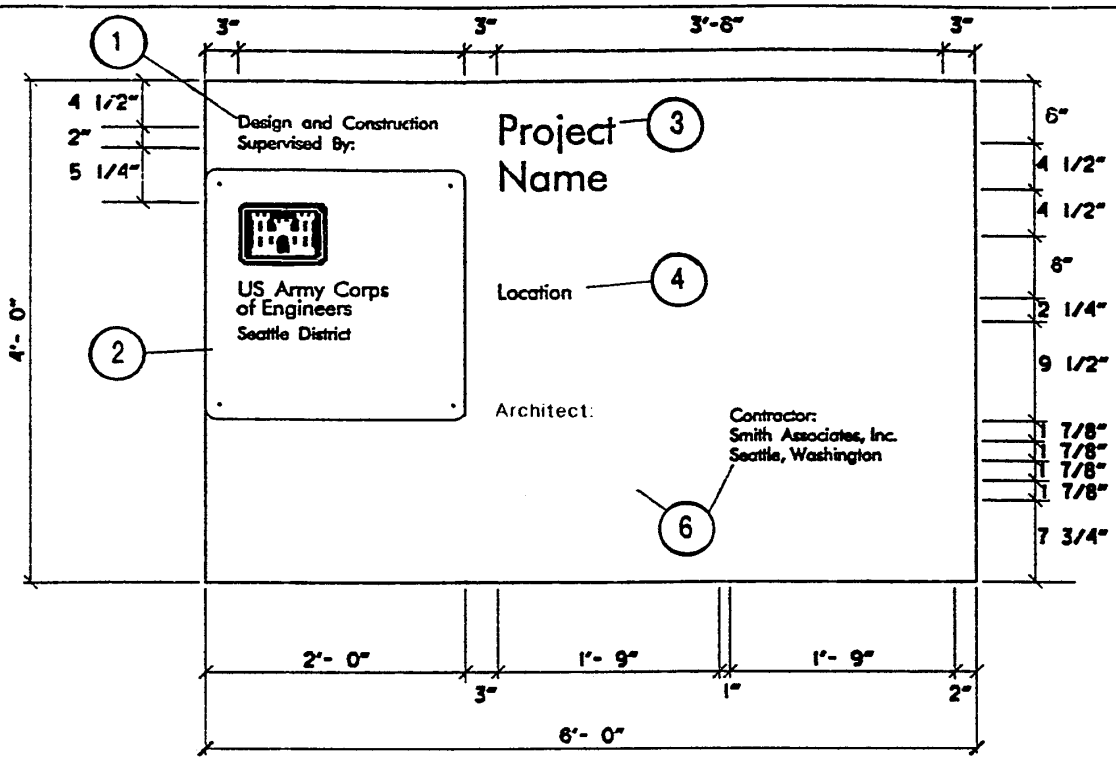
have not less than 6 square feet of glass area, and the door shall be 2 feet, 8 inches wide by 6 feet, 8 inches high. Contractor shall provide a ten pound, multipurpose, dry chemical fire extinguisher, rated for type A, B, and C fires. Extinguisher shall be mounted at a strategic location, coordinated with the Contracting Officer. The Contractor shall furnish and maintain adequate electric lights and wall outlets, heat, air-conditioning, and drinking water for the building, and shall perform any necessary maintenance and disposal of waste to the building. Suitable enclosed sanitary toilet shall be furnished. Contractor shall be responsible for installing all utility hookups, tie downs, skirting, slabs, foundations, steps and landings as necessary to meet all local, county, state and federal codes and requlations. The trailer will remain property of the Contractor and shall be removed from the site upon completion of the project.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
- COLOR
    1. SAFETY RED (SR)
    2. WHITE
    3. WHITE
    4. BLACK
- LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
- LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
- SIGNS SHALL BE POSTED AT 6'-6" (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.

LETTERING TO BE CENTERED ON PANEL.



SCALE: 3/4"=1'-0"

NOTES

1. ONE-TO TWO-LINE DESCRIPTION OF CORPS RELATIONSHIP TO PROJECT.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR
   MAX. LENGTH: 19"

2. CORPS COMMUNICATION MARK (2' X 2') WITH CASTLE AND DISTRICT NAME WILL BE GOVERNMENT FURNISHED. MOUNT AS SHOWN. DRILL 5/16" HOLES AND SECURE WITH 1/4"X 1 1/2" NC ALUMINUM BOLTS.

3. ONE-TO THREE-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT.
   COLOR: BLACK
   TYPEFACE: 3" HELVETICA BOLD
   MAX. LENGTH: 42"

4. ONE-TO TWO-LINE IDENTIFICATION OF PROJECT OR FACILITY
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LENGTH: 42"

5. CROSS-ALIGN THE FIRST LINE OF PROJECT OR FACILITY WITH FIRST LINE OF THE CORPS SIGNATURE (US ARMY CORPS) AS SHOWN.

6. ONE-TO FIVE-LINE IDENTIFICATION OF PRIME CONTRACTORS INCLUDING:TYPE (ARCH., GENERAL CONTRACTOR, ETC.) CORPORATE OR FIRM NAME, CITY, STATE.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR
   MAX. LENGTH: 21"

7. ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS

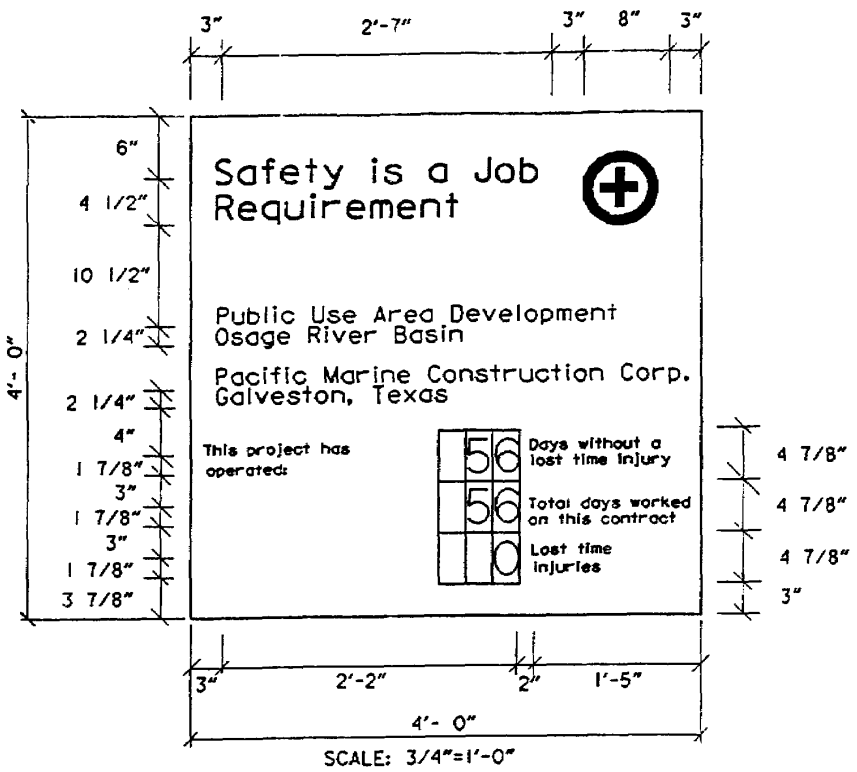
PROJECT IDENTIFICATION SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 1 OF 3



NOTES

1. STANDARD TWO-LINE TITLE"SAFETY IS A JOB REQUIREMENT", WITH 8" O.D. SAFETY GREEN FIRST AID LOGO.
   COLOR: TO MATCH PMS 347.
   TYPEFACE: 3" HELVETICA BOLD
   COLOR: BLACK

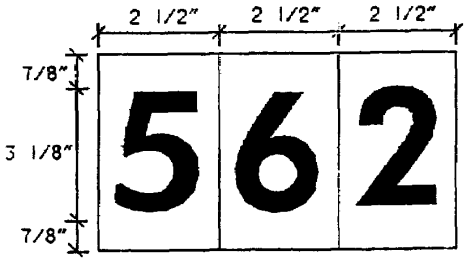
2. ONE-TO TWO-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT AND NAME OF HOST PROJECT.
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LINE LENGTH: 42"

3. ONE-TO TWO-LINE IDENTIFICATION: NAME OF PRIME CONTRACTOR AND CITY, STATE ADDRESS.
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LINE LENGTH: 42"

4. STANDARD SAFETY RECORD CAPTIONS SHOWN.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR

5. REPLACEABLE NUMBERS ARE TO BE MOUNTED ON WHITE .060 ALUMINUM PLATES AND SCREW-MOUNTED TO BACKGROUND.
   COLOR: BLACK
   TYPEFACE: 3" HELVETICA REGULAR
   PLATE SIZE: 2.5" X 5"

6. ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.



NO SCALE

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS
SAFETY PERFORMANCE SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 2 OF 3

END OF SECTION

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SECTION 01702

AS BUILT RECORDS AND DRAWINGS

PART 1 GENERAL

1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with section 01300 SUBMITTALS. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 AS-BUILT DATA

3.1.1 General

The Contractor shall keep at the construction site a complete set of full size blueline prints of the contract drawings, reproduced at Contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

All changes or modifications from the original design and from the final inspection.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during construction to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

3.1.2 Submittal of the As-Built Field Data

The As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 15 calendar days after the date of final inspection. If review of the as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 7 calendar days of receipt.

3.1.3 Final as-built drawings will be prepared by the Government, using the as-built field data supplied by the Contractor.

3.2 PAYMENT

All costs incurred by the Contractor in the preparation and furnishing of as-built field data drawings shall be included in the contract price and no separate payment will be made for this work. Approval and acceptance of the final as-built field data record drawings shall be accomplished before final payment is made to the Contractor.

END OF SECTION

SECTION 02480

JETTY

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS:

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto. The following publications are included at the end of this section as Appendix A.

U.S. DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS SPECIFICATIONS

CRD-C 107-94	Specific Gravity and Absorption of Coarse Aggregates (ASTM Designation C 127)
CRD-C 148-69	Method of Testing Stone for Expansive Breakdown on Soaking in Ethylene Glycol
CRD-C 117-91	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (ASTM Designation C-131)
CRD-C 137-92	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM Designation C-88)

1.2 CONSTRUCTION FACILITIES

Temporary navigation aids and lights for Contractor's equipment and breakwaters shall be installed and maintained as required by and in a manner satisfactory to Contracting Officer and U.S. Coast Guard.

PART 2 MATERIALS

1.3 QUARRY

1.3.1 General. The Contractor shall be responsible for all arrangements for quarry permits and right-of way, for adequate investigation, and exploration, and for selection, development, and operation of the quarry to supply stones for this contract of the weight, size, and quality specified herein. Inspection for acceptance of individual stones will be at the jetty construction site.

1.3.2 Sampling, Testing, and Acceptance of Stones

1.3.2.1 General. The acceptability of jetty stones will be determined by laboratory tests, geologic examination, and/or testing and service records. In lieu of sampling and testing the stone; 1) the Contractor may submit previous laboratory test results conducted at a laboratory validated by the Corps of Engineers, in accordance with the tests specified herein and which are representative of the stone to be used on the jetty, or 2) provide substantive service records from other projects where the stone used is representative of the stone to be used on this project. The Contractor shall submit such documentation to the Contracting Officer immediately after award and within 5 days of receipt of Notice to Proceed. Such tests and

service records will be evaluated to help determine if stones from the selected source can meet quality standards as hereinafter specified. No tests will be performed at Government expense prior to award of the contract.

In the event compliance tests and/or service records are not available, the material shall be subjected to the tests outlined in these specifications to determine the acceptability for use in the work. Testing to determine conformance with the requirements of paragraph 2.1.2 Stone Testing for acceptance or rejection of stones proposed for use and to determine stone classification will be performed by the Materials Testing Center (MTC), U.S. Army Engineer Waterways Experiment Station (WES) in Vicksburg, MS. Contractor shall test the stone at its expense at an independent commercial laboratory that has been currently inspected and verified by the MTC for the specified testing within the past 2 years. Point of Contact pertaining to list of current validated materials testing laboratories is Joe Tom (MTC) at 601-634-3974.

1.3.2 Stone Sampling. Should the Contractor's documentation not include previous satisfactory test results or satisfactory service records from other projects, or fail to satisfy the Contracting Officer; samples representative of all stone types proposed for use in the jetty construction shall be selected in the presence and witnessed by the Contracting Officer's geologist and delivered by the Contractor to or an independent MTC validated commercial laboratory. The Contracting Officer shall be notified 72 hours in advance of required witnessing of stone samples by the Government geologist. These samples shall be selected and delivered to the laboratory within 7 days after receipt of notification of insufficient or unsatisfactory test and service records. Samples of stones shall consist of 5 to 10 pieces with a total weight of approximately 500 pounds for each stone type proposed for use as jetty stone. No single piece shall weigh more than 100 pounds. The presence of the Government geologist during selection of samples of stones will not relieve the Contractor of the responsibility to secure representative samples from the quarry for testing. Shipped materials shall be identified as follows:

Project
Contract Number
Contractor’s Name and CENWS Point of Contact
Quantity of Material Enclosed (No. of Sacks/Pallets)
Quarry Source Name and Location

Corps of Engineers, Seattle District Point of Contact is Steven Babcock, (206) 764-3651.

1.3.2.3 Testing. Separate tests will be made for each different stone type. In the event any stone type in the sample fails to pass the required tests, subsequent tests for that stone will be conducted at the Contractor's expense. Satisfactory Contractor documentation or laboratory test results on stone samples will not constitute approval of all stone in the quarry and will not in any way change the requirements for obtaining, developing, and maintaining a satisfactory source of stones. Throughout the duration of this contract, The Government may sample and test stones delivered to the jetty and proposed for use in the jetty construction.

1.3.2.4 Failure and Breakage of Stones. No material or stone shall be placed until those materials or stone have been approved by the Contracting Officer for use. Any stone broken during handling or placing will be subject to reclassification of broken pieces and removed to a section appropriate for size of broken pieces. If appropriate section is not available, broken pieces shall be removed from the site of work and no payment made therefor. Any stone

heavier than maximum weight for particular section may be placed in that section, however, the stone will be paid for at contract price per ton for classification of stone specified for that particular section. No contract extension will be granted because materials fail to meet the specification requirements. Stone failing to meet the specified requirements will be removed from the site of work at no additional cost to the Government.

PART II – PRODUCTS

2.1 STONE MATERIALS

2.1 Stone Quality. Materials from the quarry or quarries shall be as specified in paragraph STONE MATERIALS. Contractor shall assure itself of availability of an adequate and acceptable material source, based on quantity, quality and gradation. All stone delivered to and incorporated in the project shall be composed of hard, strong, durable materials that will not slake or deteriorate on exposure to the action of water or atmosphere. Stone shall be clean and angular, and longest dimension of any stone shall not exceed three times the shortest dimension. Stone shall be free of cracks, joints, faults, seams or bands of minerals or deleterious materials which would result in breakage or reduction of specified stone weights or dimensions during or after placement. Stone shall be free of expansive or other materials which could cause accelerated deterioration by exposure to project climatic conditions. Each stone must have sufficiently uniform physical properties throughout so that all portions of the stone will meet the specified test requirements. Weak or inferior-appearing portions of any non-uniform type stone will be subjected to all testing necessary to determine that the stone will not be susceptible to splitting or differential weathering. Any stone containing an inferior rock material portion that does not meet the specified test requirements will be rejected as unsatisfactory for jetty construction. Igneous flow breccias and volcanic breccias and sedimentary rocks have not performed well as revetment and are considered unsuitable for use as jetty stone.

Each stone piece shall meet the following test requirements for quality:

	Test	Requirement
(1)	Specific Gravity (BSSD) (CRD-C 107)	2.65 minimum.
(2)	Absorption (CRD-C 107)	Not more than 5%.
(3)	Abrasion (CRD-C 117)	Not more than 20% loss
(4)	Accelerated Expansion (CRD-C 148)	Not more than 15% breakdown

Supplemental test requirements, to be performed at Contractor expense, which can be required by the Contracting Officer for each non-uniform or questionable stone also include the following:

	Test	Requirement
(5)	Wetting and Drying- 80 Cycles	Not more that 15% loss
(6)	Magnesium Sulfate Soundness, 5 cycles (CRD-C 137)	Not more than 15% loss
(7)	Petrographic Examination	Absence of weaknesses or materials that could result in significant stone alteration and reduction in durability.
(8)	X-ray analysis (spectrographic	Absence of deleterious clays or other and diffraction) minerals that could result in significant deterioration of rock quality

2.1.2 Stone Testing. The test results reported by the MTC validated laboratory will be considered as exact results for unit weight, absorption, abrasion, accelerated expansion, or other necessary supplemental tests regardless of any permissible variance that may be established by test procedures in determining the acceptability of jetty stone furnished under this contract. Test procedures to be utilized will be as follows:

(1) Specific Gravity and Absorption: Weight per cubic foot will be determined by multiplying the bulk-saturated-surface-dry specific gravity (BSSD) times 62.4 pounds per cubic foot. Specific gravity and absorption will be determined in accordance with the Corps of Engineers Testing Procedure CRD-C 107, modified as follows: The test sample will consist of about 5,000 grams of generally cubical pieces of stone passing the 2-inch and retained on the 1-1/2 inch standard square mesh sieve sizes. Test pieces will be laboratory prepared by jaw crushing and chipping. Test method CRD-C 107 permits a variance in reproductivity of test results of 0.02 in BSSD specific gravity and 0.05 percent in percentage of absorption. This variance in specific gravity is equivalent to a variance of plus-or-minus 1.2 pounds per cubic foot in unit weights computed from the specific gravity.

(2) Abrasion: Abrasion loss will be determined in accordance with Corps of Engineers Testing Procedure CRD-C 117, modified as follows: Test sample will be of the same size and gradation as that described above for use in determination of specific gravity and absorption, the abrasive charge used will comply with that used in Grading “A”, and the test sample will be subjected to 500 revolutions.

(3) Accelerated Expansion (15 Days): The test sample will be tested in accordance with Corps of Engineers Testing Procedure CRD-C 148, except as herein specified. Testing procedure for sample size in CRD-C 148 will be modified as follows: The test sample will be from 4,950 grams (10.83 pounds) to 5,050 grams (11.05 pounds) of 1-1/2 inch to 2 inch pieces. Test results will be computed by dividing the number of pieces that breakdown by the number of pieces in the original test sample. Failure or breakdown is defined as any piece separating into two or more pieces or losing sufficient surface material to allow it to pass

through the 1-1/2 inch sieve. Maximum allowable breakdown is 15 percent over a period of 15 days. Weight loss based on the original oven dry weight will be recorded.

(4) Wetting and Drying: The test sample will be from 4,950 grams (10.83 pounds) to 5,050 grams (11.05 pounds) of 1-1/2 inch to 2 inch pieces. The sample will be prepared as specified above for specific gravity and absorption tests. This test sample will be oven-dried and weighed then soaked for 24 hours prior to starting tests. Testing will consist of soaking 3 hours in tap water at approximately 60ºF and drying for 3 hours with an infrared heat lamp so that the surface temperature of the rocks will reach 165ºF. Upon completion of the test, samples will be oven-dried, screened over a 1-1/2-inch sieve, and weighed. Percent loss will be computed based on original dry weight.

(5) Magnesium Sulfate Soundness: The test is based upon CRD-C 137 (ASTM C-88). Test sample will be similar to that described above for use in determination of specific gravity and absorption. This test, which will be conducted through five cycles, requires 2 to 3 weeks time for completion.

(6) Petrographic Examination: Macroscopic and microscopic identification of rock and constituent minerals with general description of typical thin sections. Examination includes description of any seams, veins, or joints and an estimate of alteration, degree of weathering, and probable rock durability. A comprehensive petrographic examination includes descriptions of dominant, accessory and alteration minerals, and a mode analysis of the rock giving percent constituents by point count examination of typical thin sections.

2.1.3 Stone Gradation

2.1.3.1 Armor stone shall be graded with a minimum weight of individual stones not less than 10,000 pounds and the maximum weight not greater than 30,000 pounds. Fifty percent of the pieces shall be 20,000 pounds or greater.

2.1.3.2 Quarry spalls shall be well graded between a minimum size of 100 pounds and a maximum size of 1,000 pounds, with 50 percent by weight greater than 300 pounds and not more than 5 percent below 100 pounds. Material finer than 25-pound size shall not be placed in the quarry spall layer.

2.1.3.3 Graded riprap shall be well graded between a minimum size of 300 pounds and a maximum size of 10,000 pounds, with 85 percent by weight greater than 1,000 pounds, 50 percent by weight greater than 2,500 pounds, and 15 percent by weight greater than 5,000 pounds.

2.1.3.4 Transition Beach

2.1.3.4.1 Quality and Gradation

Material shall be clean, granular, sound, durable, sand, and rounded to subrounded gravel and cobble material with the gradations shown in Table 2.1.

TABLE 2.1

TRANSITION BEACH MATERIAL

U.S. Standard Sieve Size	Percent Passing by Weight
12 inches	100
6 inches	85-100
3 inches	50-85
3/4 inch	0-40
3/8 inch	0-6
No. 200	0-3

2.1.3.4.2 Gradation Tests:

Prior to starting placement of materials and using samples selected by the Contracting Officer, the Contractor shall conduct as directed at least one, but not more than two gradation tests from each stockpile to be used. Tests shall be conducted at the pit or at a certified laboratory using standard sieve sizes. Minimum test sample size shall be 200 pounds. All costs of such tests shall be borne by the Contractor and shall be incidental to placing materials. Results of such tests shall be submitted for approval prior to placement of material.

2.1.3.4.3 Acceptance of Materials:

Materials will be inspected at the jobsite prior to placement. Contractor shall be responsible for maintaining gradations as specified. Materials which do not meet gradation or quality as hereinbefore specified will be rejected and no payment will be made regardless of any general or provisional acceptance of materials from a stockpile or pit source. In addition to tests required in paragraph Gradation Tests, one gradation test shall be conducted for each 2,000 tons of each gradation of material delivered to site for placement. Minimum test sample size shall be 200 pounds for fine transition beach fill and 300 pounds for coarse transition beach fill. Additional tests shall be conducted if furnished materials do not meet gradation requirements. Results of tests shall be furnished the Contracting Officer within 24 hours following selection of sample. All costs of such tests shall be borne by the Contractor and shall be incidental to placing materials.

PART 3 EXECUTION

3.1 BEACH LOGS AND DRIFTWOOD

Beach logs and driftwood found between Jetty Station 82+00 and Station 87+00 shall be removed from construction area and placed on the beach fill, in an area between 50 feet and 500 feet south of the jetty as directed by the Contracting Officer's Representative. Beach logs and driftwood found on the Half Moon Bay shore may be left in place and covered by the transition beach material.

3.2 PLACING OF MATERIALS

3.2.1 Placing Graded Riprap

Graded riprap for the wave deflection mound shall be placed to neat lines indicated on the drawings. Placing of material to segregate particle sizes will not be permitted. A tolerance of plus 2 feet above and 2 feet below section thickness or elevations shown on drawings will be allowed in finished surface, provided extreme of this tolerance is not continuous over an area greater than 500 square feet. Side slopes of the wave deflection mound surface shall be

verified in the presence of the Contracting Officer. Soundings shall be made using non-acoustic methods, I.E. lead lines, graduated staff, etc.

3.2.2 Placing Quarry Spalls

Quarry spalls shall be placed to neat lines indicated on drawings. Placing of material to segregate particle sizes will not be permitted. A tolerance of plus 1.0 foot above and 0.0 foot below section thickness or elevations shown on drawings will be allowed in finished surface, provided extreme of this tolerance is not continuous over an area greater than 500 square feet.

3.2.3 Placing Armor Stone

Limiting dimensions and slopes as shown on drawing or as directed by the Contracting Officer shall be subject to such reasonable variations as may be necessary in placing stone. Each armor stone piece shall be individually placed and rest securely upon underlying material and shall be in contact and interlock with adjacent stone to the maximum extent possible. Stone shall be placed on underlying material in such a manner as to produce a reasonable, well graded mass with minimum practicable percentage of voids. Stone shall be placed in a manner that will avoid displacement of underlying material to the greatest extent possible. Finished stone work shall be free of objectionable pockets of small stones and clusters of large stones. A tolerance from slope lines of minus 1.0 foot or plus 2.0 feet from top elevations and from slope lines shown on drawing will be allowed in finished surface, except that either extreme of such tolerance shall not be continuous over an area greater than 500 square feet. Desired distribution of various sizes of stones throughout mass may be obtained either by selective loading at quarry or other source, by controlled placing of successive loads during final placing, or by a combination of these methods.

3.2.4 Placing Transition Beach Material

Transition beach materials shall be placed by dumping in large masses or by other approved methods. No compaction is necessary, but shaping of placed materials to a uniform slope is required. Materials shall be placed where indicated on the drawings or as directed by the Contracting Officer. Placement of materials shall be uniform within the limits specified or as indicated on the drawings.

3.3 CONTROL OF SEDIMENTATION

Contractor shall conduct his operation in such a manner that sedimentation and turbidity from placement operations will not enter Grays Harbor or the Pacific Ocean. Condition specified in the State Water Quality Certification issued by the Department of Ecology shall be complied with.

3.4 ADDITIONAL REQUIREMENTS

See SECTION: ENVIRONMENTAL PROTECTION for additional jetty requirements.

3.5 EQUIPMENT

3.5.1 General

Equipment shall be capable of placing armor stone and graded riprap in a manner that will provide a well keyed mass without damage to stone. Stone placing equipment shall have capability to place stone to lines, grades, and slopes shown.

3.5.2 Wire rope, cable, or chain used on hoisting equipment and rock handling devices shall comply with EM 385-1-1, except that a safety factor of 3-1/2 for wire rope will be permitted while lifting stone based upon manufacturer's published or specifically guaranteed strength. Inspections shall comply with all requirements as specified in EM 385-1-1.

3.5.3 All stone transporting and handling equipment, except transporting equipment being unloaded, and all equipment operators and other personnel shall be kept well beyond swinging limits of rock hoisting equipment during unloading operations.

3.5.4 Contractor shall permit Contracting Officer and any authorized representative of Contracting Officer to ride in the cab of stone placing equipment in order to view operation for positioning of individual stones.

3.6 STOCKPILING OF MATERIALS

Contractor may at his option stockpile materials prior to placement, as approved by the Contracting Officer.

3.7 ROAD, UTILITIES, AND PROPERTY MAINTENANCE AND RESTRICTIONS

3.7.1 Contractor, in advance of performing any work under this contract shall contact the proper city, county, state, and Federal agencies for load, width, time, and use restrictions for streets and roads. Roads used by the Contractor shall be kept in good repair during hauling operations and shall be left in good repair when work is completed. Contractor will be held responsible for all maintenance and repairs and at completion of project shall return existing roads to condition existing at time of first use. Prior to start of construction, the Contractor and Contracting Officer shall jointly inspect and review the road condition, and the Contractor shall prepare and submit, in writing, a road condition inventory (photos and/or video documentation optional). Upon completion of the ~~breach fill~~ jetty repair, but prior to beginning asphalt road repair, the Contractor shall prepare and submit, in writing, an inventory of necessary asphalt road repair work. This inventory shall be approved by the Contracting Officer prior to initiation of road repair work by the Contractor.

3.7.2 At the completion of construction, the construction access route across the beach fill shall be returned to its original appearance by removing the construction road or by covering the construction road with adjacent sand as directed by the Contracting Officer.

3.7.3 Access ways shown on the drawings only indicate the general route of such access ways and the access width shown is not to scale. Access ways have width restrictions in some areas and shall be investigated by the Contractor.

3.7.4 Dust shall be controlled as specified in Section ENVIRONMENTAL PROTECTION. Contractor shall maintain at least one-way traffic on the access road to Westhaven State Park at all times.

3.7.5 Contractor shall provide, erect, and maintain all necessary barricades; suitable and sufficient red lights, danger signals, detour, and other signs; provide a sufficient number of flagmen and take all necessary precautions for protection of park and safety of public during the entire time Contractor has equipment operating on park property.

APPENDIX A

US DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS SPECIFICATION

Designation: C 127 – 88 (Reapproved 1993)[ε1]

Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate[1]

This standard is issued under the fixed designation C 127; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This test method has been approved for use by agencies of the Department of Defense. Consult the DoD Index of Specifications and Standards for the specific year of issue which has been adopted by the Department of Defense.

[ε1] NOTE—Keywords were added in December 1993.

1. Scope

1.1 This test method covers the determination of specific gravity and absorption of coarse aggregate. The specific gravity may be expressed as bulk specific gravity, bulk specific gravity (SSD) (saturated-surface-dry), or apparent specific gravity. The bulk specific gravity (SSD) and absorption are based on aggregate after 24 h soaking in water. This test method is not intended to be used with lightweight aggregates.

1.2 The values stated in SI units are to be regarded as the standard.

1.3 *This standard does not purport to address all of the safety problems, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 *ASTM Standards:*

C 29/C 29M Test Method for Unit Weight and Voids in Aggregate[2]

C 125 Terminology Relating to Concrete and Concrete Aggregates[2]

C 128 Test Method for Specific Gravity and Absorption of Fine Aggregate[2]

C 136 Test Method for Sieve Analysis of Fine and Coarse Aggregates[2]

C 566 Test Method for Total Moisture Content of Aggregate by Drying[2]

C 670 Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials[2]

C 702 Practice for Reducing Field Samples of Aggregate to Testing Size[2]

D 75 Practice for Sampling Aggregates[3]

D 448 Classification for Sizes of Aggregate for Road and Bridge Construction[3]

E 11 Specification for Wire-Cloth Sieves for Testing Purposes[4]

E 12 Terminology Relating to Density and Specific Gravity of Solids, Liquids, and Gases[5]

2.2 *AASHTO Standard:*

AASHTO No. T 85 Specific Gravity and Absorption of Coarse Aggregate[6]

3. Terminology

3.1 *Definitions:*

3.1.1 *absorption*—the increase in the weight of aggregate due to water in the pores of the material, but not including water adhering to the outside surface of the particles, expressed as a percentage of the dry weight. The aggregate is considered "dry" when it has been maintained at a temperature of 110 ± 5°C for sufficient time to remove all uncombined water.

3.1.2 *specific gravity*—the ratio of the mass (or weight in air) of a unit volume of a material to the mass of the same volume of water at stated temperatures. Values are dimensionless.

3.1.2.1 *apparent specific gravity*—the ratio of the weight in air of a unit volume of the impermeable portion of aggregate at a stated temperature to the weight in air of an equal volume of gas-free distilled water at a stated temperature.

3.1.2.2 *bulk specific gravity*—the ratio of the weight in air of a unit volume of aggregate (including the permeable and impermeable voids in the particles, but not including the voids between particles) at a stated temperature to the weight in air of an equal volume of gas-free distilled water at a stated temperature.

3.1.2.3 *bulk specific gravity (SSD)*—the ratio of the weight in air of a unit volume of aggregate, including the weight of water within the voids filled to the extent achieved by submerging in water for approximately 24 h (but not including the voids between particles) at a stated temperature, compared to the weight in air of an equal volume of gas-free distilled water at a stated temperature.

[1] This test method is under the jurisdiction of ASTM Committee C-9 on Concrete and Concrete Aggregates and is the direct responsibility of Subcommittee C09.20 on Normal Weight Aggregates.

Current edition approved Oct. 31, 1988. Published December 1988. Originally published as C 127 – 36 T. Last previous edition C 127 – 84.

[2] *Annual Book of ASTM Standards*, Vol 04.02.

[3] *Annual Book of ASTM Standards*, Vol 04.03.

[4] *Annual Book of ASTM Standards*, Vol 14.02.

[5] *Annual Book of ASTM Standards*, Vol 15.05.

[6] Available from American Association of State Highway and Transportation Officials, 444 North Capitol St. N.W., Suite 225, Washington, DC 20001.

NOTE 1—The terminology for specific gravity is based on terms in Terminology E 12, and that for absorption is based on that term in Terminology C 125.

4. Summary of Test Method

4.1 A sample of aggregate is immersed in water for approximately 24 h to essentially fill the pores. It is then removed from the water, the water dried from the surface of the particles, and weighed. Subsequently the sample is weighed while submerged in water. Finally the sample is oven-dried and weighed a third time. Using the weights thus obtained and formulas in this test method, it is possible to calculate three types of specific gravity and absorption.

5. Significance and Use

5.1 Bulk specific gravity is the characteristic generally used for calculation of the volume occupied by the aggregate in various mixtures containing aggregate, including portland cement concrete, bituminous concrete, and other mixtures that are proportioned or analyzed on an absolute volume basis. Bulk specific gravity is also used in the computation of voids in aggregate in Test Method C 29. Bulk specific gravity (SSD) is used if the aggregate is wet, that is, if its absorption has been satisfied. Conversely, the bulk specific gravity (oven-dry) is used for computations when the aggregate is dry or assumed to be dry.

5.2 Apparent specific gravity pertains to the relative density of the solid material making up the constituent particles not including the pore space within the particles which is accessible to water.

5.3 Absorption values are used to calculate the change in the weight of an aggregate due to water absorbed in the pore spaces within the constituent particles, compared to the dry condition, when it is deemed that the aggregate has been in contact with water long enough to satisfy most of the absorption potential. The laboratory standard for absorption is that obtained after submerging dry aggregate for approximately 24 h in water. Aggregates mined from below the water table may have a higher absorption, when used, if not allowed to dry. Conversely, some aggregates when used may contain an amount of absorbed moisture less than the 24-h soaked condition. For an aggregate that has been in contact with water and that has free moisture on the particle surfaces, the percentage of free moisture can be determined by deducting the absorption from the total moisture content determined by Test Method C 566.

5.4 The general procedures described in this test method are suitable for determining the absorption of aggregates that have had conditioning other than the 24-h soak, such as boiling water or vacuum saturation. The values obtained for absorption by other test methods will be different than the values obtained by the prescribed 24-h soak, as will the bulk specific gravity (SSD).

5.5 The pores in lightweight aggregates may or may not become essentially filled with water after immersion for 24 h. In fact, many such aggregates can remain immersed in water for several days without satisfying most of the aggregates' absorption potential. Therefore, this test method is not intended for use with lightweight aggregate.

6. Apparatus

6.1 *Balance*—A weighing device that is sensitive, readable, and accurate to 0.05 % of the sample weight at any point within the range used for this test, or 0.5 g, whichever is greater. The balance shall be equipped with suitable apparatus for suspending the sample container in water from the center of the weighing platform or pan of the weighing device.

6.2 *Sample Container*—A wire basket of 3.35 mm (No. 6) or finer mesh, or a bucket of approximately equal breadth and height, with a capacity of 4 to 7 L for 37.5-mm (1½-in.) nominal maximum size aggregate or smaller, and a larger container as needed for testing larger maximum size aggregate. The container shall be constructed so as to prevent trapping air when the container is submerged.

6.3 *Water Tank*—A watertight tank into which the sample container may be placed while suspended below the balance.

6.4 *Sieves*—A 4.75-mm (No. 4) sieve or other sizes as needed (see 7.2, 7.3, and 7.4), conforming to Specification E 11.

7. Sampling

7.1 Sample the aggregate in accordance with Practice D 75.

7.2 Thoroughly mix the sample of aggregate and reduce it to the approximate quantity needed using the applicable procedures in Methods C 702. Reject all material passing a 4.75-mm (No. 4) sieve by dry sieving and thoroughly washing to remove dust or other coatings from the surface. If the coarse aggregate contains a substantial quantity of material finer than the 4.75-mm sieve (such as for Size No. 8 and 9 aggregates in Classification D 448), use the 2.36-mm (No. 8) sieve in place of the 4.75-mm sieve. Alternatively, separate the material finer than the 4.75-mm sieve and test the finer material according to Test Method C 128.

7.3 The minimum weight of test sample to be used is given below. In many instances it may be desirable to test a coarse aggregate in several separate size fractions; and if the sample contains more than 15 % retained on the 37.5-mm (1½-in.) sieve, test the material larger than 37.5 mm in one or more size fractions separately from the smaller size fractions. When an aggregate is tested in separate size fractions, the minimum weight of test sample for each fraction shall be the difference between the weights prescribed for the maximum and minimum sizes of the fraction.

Nominal Maximum Size, mm (in.)	Minimum Weight of Test Sample, kg (lb)
12.5 (½) or less	2 (4.4)
19.0 (¾)	3 (6.6)
25.0 (1)	4 (8.8)
37.5 (1½)	5 (11)
50 (2)	8 (18)
63 (2½)	12 (26)
75 (3)	18 (40)
90 (3½)	25 (55)
100 (4)	40 (88)
112 (4½)	50 (110)
125 (5)	75 (165)
150 (6)	125 (276)

7.4 If the sample is tested in two or more size fractions, determine the grading of the sample in accordance with Test Method C 136, including the sieves used for separating the size fractions for the determinations in this method. In calculating the percentage of material in each size fraction,

ignore the quantity of material finer than the 4.75-mm (No. 4) sieve (or 2.36-mm (No. 8) sieve when that sieve is used in accordance with 7.2).

8. Procedure

8.1 Dry the test sample to constant weight at a temperature of 110 ± 5°C (230 ± 9°F), cool in air at room temperature for 1 to 3 h for test samples of 37.5-mm (1½-in.) nominal maximum size, or longer for larger sizes until the aggregate has cooled to a temperature that is comfortable to handle (approximately 50°C). Subsequently immerse the aggregate in water at room temperature for a period of 24 ± 4 h.

NOTE 2—When testing coarse aggregate of large nominal maximum size requiring large test samples, it may be more convenient to perform the test on two or more subsamples, and the values obtained combined for the computations described in Section 9.

8.2 Where the absorption and specific gravity values are to be used in proportioning concrete mixtures in which the aggregates will be in their naturally moist condition, the requirement for initial drying to constant weight may be eliminated, and, if the surfaces of the particles in the sample have been kept continuously wet until test, the 24-h soaking may also be eliminated.

NOTE 3—Values for absorption and bulk specific gravity (SSD) may be significantly higher for aggregate not oven dried before soaking than for the same aggregate treated in accordance with 8.1. This is especially true of particles larger than 75 mm (3 in.) since the water may not be able to penetrate the pores to the center of the particle in the prescribed soaking period.

8.3 Remove the test sample from the water and roll it in a large absorbent cloth until all visible films of water are removed. Wipe the larger particles individually. A moving stream of air may be used to assist in the drying operation. Take care to avoid evaporation of water from aggregate pores during the surface-drying operation. Weigh the test sample in the saturated surface-dry condition. Record this and all subsequent weights to the nearest 0.5 g or 0.05 % of the sample weight, whichever is greater.

8.4 After weighing, immediately place the saturated-surface-dry test sample in the sample container and determine its weight in water at 23 ± 1.7°C (73.4 ± 3°F), having a density of 997 ± 2 kg/m
air before weighing by shaking the container while immersed. [3]. Take care to remove all entrapped

NOTE 4—The container should be immersed to a depth sufficient to cover it and the test sample during weighing. Wire suspending the container should be of the smallest practical size to minimize any possible effects of a variable immersed length.

8.5 Dry the test sample to constant weight at a temperature of 110 ± 5°C (230 ± 9°F), cool in air at room temperature 1 to 3 h, or until the aggregate has cooled to a temperature that is comfortable to handle (approximately 50°C), and weigh.

9. Calculations

9.1 *Specific Gravity:*

9.1.1 *Bulk Specific Gravity*—Calculate the bulk specific gravity, 23/23°C (73.4/73.4°F), as follows:

$$\text{Bulk sp gr} = A/(B - C) \quad (1)$$

where:

A = weight of oven-dry test sample in air, g,
B = weight of saturated-surface-dry test sample in air, g, and
C = weight of saturated test sample in water, g.

9.1.2 *Bulk Specific Gravity (Saturated-Surface-Dry)*—Calculate the bulk specific gravity, 23/23°C (73.4/73.4°F), on the basis of weight of saturated-surface-dry aggregate as follows:

$$\text{Bulk sp gr (saturated-surface-dry)} = B/(B - C) \quad (2)$$

9.1.3 *Apparent Specific Gravity*—Calculate the apparent specific gravity, 23/23°C (73.4/73.4°F), as follows:

$$\text{Apparent sp gr} = A/(A - C) \quad (3)$$

9.2 *Average Specific Gravity Values*—When the sample is tested in separate size fractions the average value for bulk specific gravity, bulk specific gravity (SSD), or apparent specific gravity can be computed as the weighted average of the values as computed in accordance with 9.1 using the following equation:

$$G = \frac{1}{\frac{P_1}{100\,G_1} + \frac{P_2}{100\,G_2} + \ldots \frac{P_n}{100\,G_n}} \quad \text{(see Appendix X1)} \quad (4)$$

where:

G = average specific gravity. All forms of expression of specific gravity can be averaged in this manner.
$G_1, G_2 \ldots G_n$ = appropriate specific gravity values for each size fraction depending on the type of specific gravity being averaged.
$P_1, P_2, \ldots P_n$ = weight percentages of each size fraction present in the original sample.

NOTE 5—Some users of this test method may wish to express the results in terms of density. Density may be determined by multiplying the bulk specific gravity, bulk specific gravity (SSD), or apparent specific gravity by the weight of water (997.5 kg/m³ or 0.9975 Mg/m³ or 62.27 lb/ft³ at 23°C). Some authorities recommend using the density of water at 4°C (1000 kg/m³ or 1.000 Mg/m³ or 62.43 lb/ft³) as being sufficiently accurate. Results should be expressed to three significant figures. The density terminology corresponding to bulk specific gravity, bulk specific gravity (SSD), and apparent specific gravity has not been standardized.

9.3 *Absorption*—Calculate the percentage of absorption, as follows:

$$\text{Absorption, \%} = [(B - A)/A] \times 100 \quad (5)$$

9.4 *Average Absorption Value*—When the sample is tested in separate size fractions, the average absorption value is the average of the values as computed in 9.3, weighted in proportion to the weight percentages of the size fractions in the original sample as follows:

$$A = (P_1A_1/100) + (P_2A_2/100) + \ldots (P_nA_n/100) \quad (6)$$

where:

A = average absorption, %,
$A_1, A_2 \ldots A_n$ = absorption percentages for each size fraction, and
$P_1, P_2, \ldots P_n$ = weight percentages of each size fraction present in the original sample.

10. Report

10.1 Report specific gravity results to the nearest 0.01, and indicate the type of specific gravity, whether bulk, bulk (saturated-surface-dry), or apparent.

10.2 Report the absorption result to the nearest 0.1 %.

10.3 If the specific gravity and absorption values were determined without first drying the aggregate, as permitted in 8.2, it shall be noted in the report.

11. Precision and Bias

11.1 The estimates of precision of this test method listed in Table 1 are based on results from the AASHTO Materials Reference Laboratory Reference Sample Program, with testing conducted by this test method and AASHTO Method T 85. The significant difference between the methods is that Test Method C 127 requires a saturation period of 24 ± 4 h, while Method T 85 requires a saturation period of 15 h minimum. This difference has been found to have an insignificant effect on the precision indices. The data are based on the analyses of more than 100 paired test results from 40 to 100 laboratories.

11.1 *Bias*—Since there is no accepted reference material for determining the bias for the procedure in this test method, no statement on bias is being made.

TABLE 1 Precision

	Standard Deviation (1S)[A]	Acceptable Range of Two Results (D2S)[A]
Single-Operator Precision:		
Bulk specific gravity (dry)	0.009	0.025
Bulk specific gravity (SSD)	0.007	0.020
Apparent specific gravity	0.007	0.020
Absorption[B], %	0.088	0.25
Multilaboratory Precision:		
Bulk specific gravity (dry)	0.013	0.038
Bulk specific gravity (SSD)	0.011	0.032
Apparent specific gravity	0.011	0.032
Absorption[B], %	0.145	0.41

[A] These numbers represent, respectively, the (1S) and (D2S) limits as described in Practice C 670. The precision estimates were obtained from the analysis of combined AASHTO Materials Reference Laboratory reference sample data from laboratories using 15 h minimum saturation times and other laboratories using 24 ± 4 h saturation times. Testing was performed on normal-weight aggregates, and started with aggregates in the oven-dry condition.

[B] Precision estimates are based on aggregates with absorptions of less than 2 %.

12. Keywords

12.1 absorption; aggregate; coarse aggregate; specific gravity

APPENDIXES

(Nonmandatory Information)

X1. DEVELOPMENT OF EQUATIONS

X1.1 The derivation of the equation is apparent from the following simplified cases using two solids. Solid 1 has a weight W_1 in grams and a volume V_1 in millilitres; its specific gravity (G_1) is therefore W_1/V_1. Solid 2 has a weight W_2 and volume V_2, and $G_2 = W_2/V_2$. If the two solids are considered together, the specific gravity of the combination is the total weight in grams divided by the total volume in millilitres:

$$G = (W_1 + W_2) / (V_1 + V_2) \quad \text{(X1.1)}$$

Manipulation of this equation yields the following:

$$G = \frac{1}{\dfrac{V_1 + V_2}{W_1 + W_2}} = \frac{1}{\dfrac{V_1}{V_1 + W_2} + \dfrac{V_2}{W_1}} \quad \text{(X1.2)}$$

$$G = \frac{1}{\dfrac{W_1}{W_1 + W_2}\left(\dfrac{V_1}{W_1}\right) + \dfrac{W_2}{W_1 + W_2}\left(\dfrac{V_2}{W_2}\right)} \quad \text{(X1.3)}$$

However, the weight fractions of the two solids are:

$$W_1/(W_1 + W_2) = P_1/100 \text{ and } W_2/(W_1 + W_2) = P_2/100 \quad \text{(X1.4)}$$

and,

$$1/G_1 = V_1/W_1 \text{ and } 1/G_2 = V_2/W_2 \quad \text{(X1.5)}$$

TABLE X1.1 Example of Calculation of Average Values of Specific Gravity and Absorption for a Coarse Aggregate Tested in Separate Sizes

Size Fraction, mm (in.)	% in Original Sample	Sample Weight Used in Test, g	Bulk Specific Gravity (SSD)	Absorption, %
4.75 to 12.5 (No. 4 to ½)	44	2213.0	2.72	0.4
12.5 to 37.5 (½ to 1½)	35	5462.5	2.56	2.5
37.5 to 63 (1½ to 2½)	21	12593.0	2.54	3.0

Average Specific Gravity (SSD)

$$G_{SSD} = \frac{1}{\dfrac{0.44}{2.72} + \dfrac{0.35}{2.56} + \dfrac{0.21}{2.54}} = 2.62$$

Average Absorption

$$A = (0.44)(0.4) + (0.35)(2.5) + (0.21)(3.0) = 1.7\ \%$$

Therefore,

$$G = 1/[(P_1/100)(1/G_1) + (P_2/100)(1/G_2)] \quad \text{(X1.6)}$$

An example of the computation is given in Table X1.1.

X2. INTERRELATIONSHIPS BETWEEN SPECIFIC GRAVITIES AND ABSORPTION AS DEFINED IN TEST METHODS C 127 AND C 128

X2.1 Let:

S_d = bulk specific gravity (dry basis),
S_s = bulk specific gravity (SSD basis),
S_a = apparent specific gravity, and
A = absorption in %.

X2.2 Then,

$$S_s = (1 + A/100)S_d \quad (1)$$

$$S_a = \frac{1}{\frac{1}{S_d} - \frac{A}{100}} = \frac{S_d}{1 - \frac{AS_d}{100}} \quad (2)$$

$$S_a = \frac{1}{\frac{1 + A/100}{S_s} - \frac{A}{100}} = \frac{S_s}{1 - \left[\frac{A}{100}(S_s - 1)\right]} \quad (2a)$$

$$A = \left(\frac{S_s}{S_d} - 1\right) 100 \quad (3)$$

$$A = \left(\frac{S_a - S_s}{S_a (S_s - 1)}\right) 100 \quad (4)$$

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This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, 1916 Race St., Philadelphia, PA 19103.

CRD-C 148-69

METHOD OF TESTING STONE FOR EXPANSIVE BREAKDOWN ON SOAKING IN ETHYLENE GLYCOL

1. Scope

1.1 This method covers a procedure for subjecting samples of stone to immersion in ethylene glycol and observation of the effects of such immersion.

2. Principle of Method

2.1 Ethylene glycol is one of the materials that reacts with swelling clays of the montmorillonite group to form an organo-clay complex having a larger basal spacing than that of the clay mineral itself. Hence a sample of stone containing swelling clay of the montmorillonite group will be expected to undergo expansive breakdown upon soaking in ethylene glycol, if the amount, distribution, state of expansion, and ability to take up glycol is such as to cause such breakdown to occur. If such breakdown does occur, it may be expected that similar breakdown may occur if similar rock samples are exposed, for longer times, to wetting and drying or freezing and thawing in a water-soaked condition in service.

3. Reagent

3.1 Ethylene Glycol.- The reagent used in this method shall be ethylene glycol meeting requirements of ASTM Designation: D 2693 of the issue in effect at the time the testing is arranged for (Note 1).

Note 1.- As mentioned in Section 2.1, ethylene glycol is one of the materials that form organo-clay complexes. Another such material is glycerol. Glycerol has a higher viscosity and hence a longer time is required for it to penetrate a susceptible sample of stone and produce equivalent expansive breakdown. However, for research purposes, glycerol or other reagents may be used.

4. Apparatus

4.1 Container.- A container, of glass or suitable plastic, nonreactive with the reagent, of sufficient size to hold the test sample and sufficient reagent to cover all particles of the sample to a depth of not less than 1/2 in. (1 cm, approximately), and with a tight-fitting cover, shall be provided for use in this test.

4.2 Balance or Scales.- A balance or scales having a capacity adequate for weighing the test sample to an accuracy of at least 0.1 percent of the weight of the sample.

4.3 Drying Oven.- An oven as described in CRD-C 115, of the air-circulating type, and of sufficient capacity for containing the sample.

5. Samples

5.1 Samples for use in this test should weigh 11 ± 1 lb (5 ± 2 kg, approximately) and should include no particles that will be retained on a 3-in. (76.1-mm) or will pass a 3/4-in. (19.0-mm) seive (Note 2).

Note 2.- Since, as noted in Section 2.1, this method is based on the reaction of ethylene glycol with clay minerals of the montmorillonite group, it is highly desirable that information on the type, amount, distribution, and state of expansion of such clay minerals in the material of which the sample is composed be known. Information on the physical state, structure, and texture of the material is also important. Such data can be developed using procedures of the sort cited in CRD-C 127.

6. Preparation of Samples

6.1 Samples will be prepared by sieving, crushing, or breaking; or by combinations of these processes as required to meet the requirements of Section 5. When a sample of the stipulated weight and particle size has been prepared, it shall be washed in distilled water to remove dust, loosely adherent coatings, and chips. After being washed, it shall be weighed to at least 0.1 percent of its weight, and then dried in the drying oven to constant weight. Constant weight shall be regarded as having been attained when the loss in weight between successive weighings at intervals of not less than 4 hr does not exceed 0.1 percent of the later weight. The dry weight shall be recorded, and the sample should preferably be photographed (Note 3).

Note 3.- Under certain conditions, it may be desirable to begin the testing of the sample in a moisture condition other than that obtained by drying to constant weight. In such cases, either the washing or the drying, or both procedures, as described in Section 6.1, may be omitted. When only qualitative observation of the effects of the treatment are desired, the weighing of the sample may be omitted. When a greater degree of quantitative evaluation is desired, the sample, after having been prepared as described in Section 6.1, shall be sieved using the 3-, 2-1/2-, 2-, 1-1/2-, 1-, and 3/4-in. (76.1-, 64.0-, 50.8-, 38.1-, 25.4-, and 19.0-mm) sieves and the individual sieve fractions tested separately.

7. Procedure

7.1 A sample shall be placed in the container

and immersed in the reagent so that all particles are covered to a depth of at least 1/2 in. (1 cm, approximately).

7.2 At intervals not to exceed 3 days, the sample shall be removed from the container, examined, changes noted, and, if significant changes have taken place, preferably photographed. The normal duration of the test shall be 15 days (Note 4).

Note 4.- Further information of value may be obtained in certain cases by continuing the treatment beyond 15 days; in other cases expansive breakdown may have been so extensive at earlier periods that no information of value will be obtained by continuing the treatment for the full 15 days.

7.3 When the exposure has been terminated, and the sample has been photographed, if desired, the sample shall be thoroughly washed over a 3/4-in. (19.0-mm) sieve to remove the reagent from the surfaces of the particles and to remove fragments that will pass a 3/4-in. (19.0-mm) sieve. The material remaining on the sieve shall be dried to constant weight as described in Section 6.1 and weighed (Note 5).

Note 5.- If the precedure of drying was not used in specimen preparation, it should not be used after the test. If the sample was sieved and tested in sieve fractions, each fraction should be washed over the sieve retained on before test.

8. Report

8.1 The report of the results of this test shall include the following:

8.1.1 Identification and description of the source of material including information developed as suggested in Note 2.

8.1.2 Qualitative and, if obtained, quantitative data on the effect of the treatment on the sample developed as described in Section 7.

9. Results and Interpretation

9.1 The results of this test and the interpretation thereof shall be as described in the applicable portions of Sections 7 and 8 of CRD-C 144.

Designation: C 131 – 89

Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]

This standard is issued under the fixed designation C 131; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the Department of Defense. Consult the DoD Index of Specifications and Standards for the specific year of issue which has been adopted by the Department of Defense.

1. Scope

1.1 This test method covers a procedure for testing sizes of coarse aggregate smaller than 1½ in. (37.5 mm) for resistance to degradation using the Los Angeles testing machine.

NOTE 1—A procedure for testing coarse aggregate larger than ¾ in. (19 mm) is covered in Test Method C 535.

2. Referenced Documents

2.1 *ASTM Standards:*

C 136 Method for Sieve Analysis of Fine and Coarse Aggregates[2]

C 535 Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[2]

C 670 Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials[2]

C 702 Practice for Reducing Field Samples of Aggregate to Testing Size[2]

D 75 Practice for Sampling Aggregates[2]

E 11 Specification for Wire-Cloth Sieves for Testing Purposes[3]

3. Summary of Test Method

3.1 The Los Angeles test is a measure of degradation of mineral aggregates of standard gradings resulting from a combination of actions including abrasion or attrition, impact, and grinding in a rotating steel drum containing a specified number of steel spheres, the number depending upon the grading of the test sample. As the drum rotates, a shelf plate picks up the sample and the steel spheres, carrying them around until they are dropped to the opposite side of the drum, creating an impact-crushing effect. The contents then roll within the drum with an abrading and grinding action until the shelf plate impacts and the cycle is repeated. After the prescribed number of revolutions, the contents are removed from the drum and the aggregate portion is sieved to measure the degradation as percent loss.

4. Significance and Use

4.1 The Los Angeles test has been widely used as an indicator of the relative quality or competence of various sources of aggregate having similar mineral compositions. The results do not automatically permit valid comparisons to be made between sources distinctly different in origin, composition, or structure. Specification limits based on this test should be assigned with extreme care in consideration of available aggregate types and their performance history in specific end uses.

5. Apparatus

5.1 *Los Angeles Machine*—The Los Angeles testing machine, conforming in all its essential characteristics to the design shown in Fig. 1, shall be used. The machine shall consist of a hollow steel cylinder, closed at both ends, having an inside diameter of 28 ± 0.2 in. (711 ± 5 mm), and an inside length of 20 ± 0.2 in. (508 ± 5 mm). The cylinder shall be mounted on stub shafts attached to the ends of the cylinder but not entering it, and shall be mounted in such a manner that it may be rotated with the axis in a horizontal position within a tolerance in slope of 1 in 100. An opening in the cylinder shall be provided for the introduction of the test sample. A suitable, dust-tight cover shall be provided for the opening with means for bolting the cover in place. The cover shall be so designed as to maintain the cylindrical contour of the interior surface unless the shelf is so located that the charge will not fall on the cover, or come in contact with it during the test. A removable steel shelf extending the full length of the cylinder and projecting inward 3.5 ± 0.1 in. (89 ± 2 mm) shall be mounted on the interior cylindrical surface of the cylinder, in such a way that a plane centered between the large faces coincides with an axial plane. The shelf shall be of such thickness and so mounted, by bolts or other suitable means, as to be firm and rigid. The position of the shelf shall be such that the distance from the shelf to the opening, measured along the outside circumference of the cylinder in the direction of rotation, shall be not less than 50 in. (1.27 m).

NOTE 2—The use of a shelf of wear-resistant steel, rectangular in cross section and mounted independently of the cover, is preferred. However, a shelf consisting of a section of rolled angle, properly mounted on the inside of the cover plate, may be used provided the direction of rotation is such that the charge will be caught on the outside face of the angle. If the shelf becomes distorted from its original shape to such an extent that the requirements given in X1.2 of the Appendix to this method are not met, the shelf shall either be repaired or replaced before additional tests are made.

[1] This test method is under the jurisdiction of ASTM Committee C-9 on Concrete and Concrete Aggregates and is the direct responsibility of Subcommittee C09.03.05 on Methods of Testing and Specifications for Physical Characteristics of Concrete Aggregates.

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[2] *Annual Book of ASTM Standards*, Vols 04.02 and 04.03.

[3] *Annual Book of ASTM Standards*, Vol 14.02.

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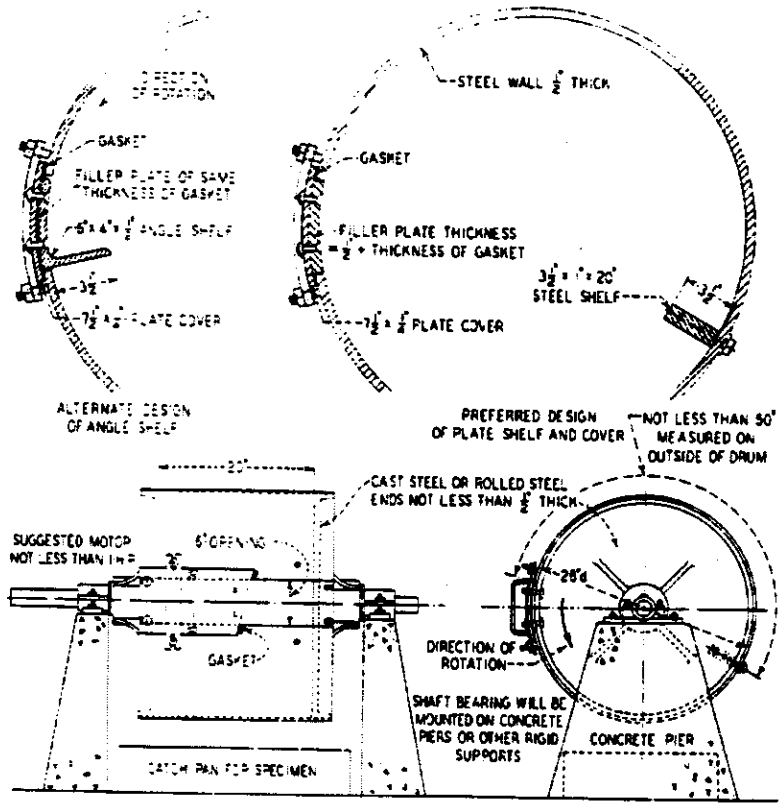

Metric Equivalents

in.	¼	½	1	3½	4	6	7½	20	28	50
mm	6.4	12.7	25.4	89	102	152	190	508	711	1270

FIG. 1 Los Angeles Testing Machine

5.1.1 The machine shall be so driven and so counterbalanced as to maintain a substantially uniform peripheral speed (Note 3). If an angle is used as the shelf, the direction of rotation shall be such that the charge is caught on the outside surface of the angle.

NOTE 3—Back-lash or slip in the driving mechanism is very likely to furnish test results which are not duplicated by other Los Angeles machines producing constant peripheral speed.

5.2 *Sieves*, conforming to Specification E 11.

5.3 *Balance*—A balance or scale accurate within 0.1 % of test load over the range required for this test.

5.4 *Charge*—The charge shall consist of steel spheres averaging approximately 1 27/32 in. (46.8 mm) in diameter and each weighing between 390 and 445 g.

5.4.1 The charge, depending upon the grading of the test sample as described in Section 7, shall be as follows:

Grading	Number of Spheres	Weight of Charge, g
A	12	5000 ± 25
B	11	4584 ± 25
C	8	3330 ± 20
D	6	2500 ± 15

NOTE 4—Steel ball bearings 1 11/16 in. (46.0 mm) and 1⅞ in. (47.6 mm) in diameter, weighing approximately 400 and 440 g each, respectively, are readily available. Steel spheres 1 27/32 in. (46.8 mm) in diameter weighing approximately 420 g may also be obtainable. The charge may consist of a mixture of these sizes conforming to the weight tolerances of 5.4 and 5.4.1.

6. Sampling

6.1 The field sample shall be obtained in accordance with Practice D 75 and reduced to test portion size in accordance with Methods C 702.

7. Test Sample

7.1 The test sample shall be washed and oven-dried at 221 to 230°F (105 to 110°C) to substantially constant weight (Note 5), separated into individual size fractions, and recombined to the grading of Table 1 most nearly corresponding to the range of sizes in the aggregate as furnished for the work. The weight of the sample prior to test shall be recorded to the nearest 1 g.

8. Procedure

8.1 Place the test sample and the charge in the Los Angeles testing machine and rotate the machine at a speed of 30 to 33 rpm for 500 revolutions. After the prescribed number of revolutions, discharge the material from the

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TABLE 1 Gradings of Test Samples

Sieve Size (Square Openings)		Weight of Indicated Sizes, g			
		Grading			
Passing	Retained on	A	B	C	D
37.5 mm (1½ in.)	25.0 mm (1 in.)	1 250 ± 25	...	...	...
25.0 mm (1 in.)	19.0 mm (¾ in.)	1 250 ± 25	...	...	...
19.0 mm (¾ in.)	12.5 mm (½ in.)	1 250 ± 10	2 500 ± 10	...	...
12.5 mm (½ in.)	9.5 mm (⅜ in.)	1 250 ± 10	2 500 ± 10	...	...
9.5 mm (⅜ in.)	6.3 mm (¼ in.)	...	...	2 500 ± 10	...
6.3 mm (¼ in.)	4.75-mm (No. 4)	...	...	2 500 ± 10	...
4.75-mm (No. 4)	2.36-mm (No. 8)	...	...	...	5 000 ± 10
Total		5 000 ± 10	5 000 ± 10	5 000 ± 10	5 000 ± 10

machine and make a preliminary separation of the sample on a sieve coarser than the 1.70-mm (No. 12). Sieve the finer portion on a 1.70-mm sieve in a manner conforming to Method C 136. Wash the material coarser than the 1.70-mm sieve (Note 5), oven-dry at 221 to 230°F (105 to 110°C) to substantially constant weight, and weigh to the nearest 1 g (Note 6).

NOTE 5—If the aggregate is essentially free of adherent coatings and dust, the requirement for washing before and after test may be waived. Elimination of washing after test will seldom reduce the measured loss by more than about 0.2 % of the original sample weight.

NOTE 6—Valuable information concerning the uniformity of the sample under test may be obtained by determining the loss after 100 revolutions. This loss should be determined without washing the material coarser than the 1.70-mm sieve. The ratio of the loss after 100 revolutions to the loss after 500 revolutions should not greatly exceed 0.20 for material of uniform hardness. When this determination is made, take care to avoid losing any part of the sample; return the entire sample, including the dust of fracture, to the testing machine for the final 400 revolutions required to complete the test.

9. Calculation

9.1 Express the loss (difference between the original weight and the final weight of the test sample) as a percentage of the original weight of the test sample. Report this value as the percent loss.

NOTE 7—The percent loss determined by this method has no known consistent relationship to the percent loss for the same material when tested by Test Method C 535.

10. Precision

10.1 For nominal 19.0-mm (¾-in.) maximum size coarse aggregate with percent losses in the range of 10 to 45 %, the multilaboratory coefficient of variation has been found to be 4.5 %.[4] Therefore, results of two properly conducted tests from two different laboratories on samples of the same coarse aggregates should not differ from each other by more than 12.7 %[4] of their average. The single-operator coefficient of variation has been found to be 2.0 %.[4] Therefore, results of two properly conducted tests by the same operator on the same coarse aggregate should not differ from each other by more than 5.7 % of their average.[4]

10.2 *Bias*—Since there is no accepted reference material suitable for determining the bias for this procedure, no statement on bias is being made.

[4] These numbers represent, respectively, the (1S%) and (D2S%) limits as described in Practice C 670.

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APPENDIX

(Nonmandatory Information)

X1. MAINTENANCE OF SHELF

X1.1 The shelf of the Los Angeles machine is subject to severe surface wear and impact. With use, the working surface of the shelf is peened by the balls and tends to develop a ridge of metal parallel to and about 1¼ in. (32 mm) from the junction of the shelf and the inner surface of the cylinder. If the shelf is made from a section of rolled angle, not only may this ridge develop but the shelf itself may be bent longitudinally or transversely from its proper position.

X1.2 The shelf should be inspected periodically to determine that it is not bent either lengthwise or from its normal radial position with respect to the cylinder. If either condition is found, the shelf should be repaired or replaced before further tests are made. The influence on the test result of the ridge developed by peening of the working face of the shelf is not known. However, for uniform test conditions, it is recommended that the ridge be ground off if its height exceeds 0.1 in. (2 mm).

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This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, 1916 Race St., Philadelphia, PA 19103.

Designation: C 88 – 90

Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate[1]

This standard is issued under the fixed designation C 88; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This test method has been approved for use by agencies of the Department of Defense. Consult the DoD Index of Specifications and Standards for the specific year of issue which has been adopted by the Department of Defense.

1. Scope

1.1 This test method covers the testing of aggregates to estimate their soundness when subjected to weathering action in concrete or other applications. This is accomplished by repeated immersion in saturated solutions of sodium or magnesium sulfate followed by oven drying to partially or completely dehydrate the salt precipitated in permeable pore spaces. The internal expansive force, derived from the rehydration of the salt upon re-immersion, simulates the expansion of water on freezing. This test method furnishes information helpful in judging the soundness of aggregates when adequate information is not available from service records of the material exposed to actual weathering conditions.

1.2 The values given in parentheses are provided for information purposes only.

1.3 *This standard does not purport to address the safety problems associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 *ASTM Standards:*

C 33 Specification for Concrete Aggregates[2]

C 136 Method for Sieve Analysis of Fine and Coarse Aggregates[2]

C 670 Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials[2]

C 702 Practice for Reducing Field Samples of Aggregate to Testing Size[2]

D 75 Practice for Sampling Aggregates[3]

D 3665 Practice for Random Sampling of Construction Materials[3]

E 11 Specification for Wire Cloth Sieves for Testing Purposes[4]

E 100 Specification for ASTM Hydrometers[5]

E 323 Specification for Perforated-Plate Sieves for Testing Purposes[4]

3. Significance and Use

3.1 This test method provides a procedure for making a preliminary estimate of the soundness of aggregates for use in concrete and other purposes. The values obtained may be compared with specifications, for example Specification C 33, that are designed to indicate the suitability of aggregate proposed for use. Since the precision of this test method is poor (Section 12), it may not be suitable for outright rejection of aggregates without confirmation from other tests more closely related to the specific service intended.

3.2 Values for the permitted-loss percentage by this test method are usually different for fine and coarse aggregates, and attention is called to the fact that test results by use of the two salts differ considerably and care must be exercised in fixing proper limits in any specifications that include requirements for these tests. The test is usually more severe when magnesium sulfate is used; accordingly, limits for percent loss allowed when magnesium sulfate is used are normally higher than limits when sodium sulfate is used.

NOTE 1—Refer to the appropriate sections in Specification C 33 establishing conditions for acceptance of coarse and fine aggregates which fail to meet requirements based on this test.

4. Apparatus

4.1 *Sieves*—with square openings of the following sizes conforming to Specifications E 11 or E 323, for sieving the samples in accordance with Sections 6, 7, and 9:

150 µm (No. 100)	8.0 mm (5/16 in.)
	9.5 mm (3/8 in.)
300 µm (No. 50)	12.5 mm (1/2 in.)
	16.0 mm (5/8 in.)
600 µm (No. 30)	19.0 mm (3/4 in.)
	25.0 mm (1 in.)
1.18 mm (No. 16)	31.5 mm (1 1/4 in.)
2.36 mm (No. 8)	37.5 mm (1 1/2 in.)
	50 mm (2 in.)
4.00 mm (No. 5)	63 mm (2 1/2 in.)
	larger sizes by
4.75 mm (No. 4)	12.5-mm (1/2-in.)
	spread

4.2 *Containers*—Containers for immersing the samples of aggregate in the solution, in accordance with the procedure described in this test method, shall be perforated in such a manner as to permit free access of the solution to the sample and drainage of the solution from the sample without loss of aggregate.

NOTE 2—Baskets made of suitable wire mesh or sieves with suitable openings are satisfactory containers for the samples.

4.3 *Temperature Regulation*—Suitable means for regu-

[1] This test method is under the jurisdiction of ASTM Committee C-9 on Concrete and Concrete Aggregates and is the direct responsibility of Subcommittee C09.03.05 on Methods of Testing and Specifications for Physical Characteristics of Concrete Aggregates.

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[2] *Annual Book of ASTM Standards*, Vol 04.02.

[3] *Annual Book of ATSM Standards*, Vol 04.03.

[4] *Annual Book of ASTM Standards*, Vol 14.02.

[5] *Annual Book of ASTM Standards*, Vol 14.03.

lating the temperature of the samples during immersion in the sodium sulfate or magnesium sulfate solution shall be provided.

4.4 *Balances*—For fine aggregate, a balance or scale accurate within 0.1 g over the range required for this test; for coarse aggregate, a balance or scale accurate within 0.1 % or 1 g, whichever is greater, over the range required for this test.

4.5 *Drying Oven*—The oven shall be capable of being heated continuously at 230 ± 9°F (110 ± 5°C) and the rate of evaporation, at this range of temperature, shall be at least 25 g/h for 4 h, during which period the doors of the oven shall be kept closed. This rate shall be determined by the loss of water from 1-L Griffin low-form beakers, each initially containing 500 g of water at a temperature of 70 ± 3°F (21 ± 2°C), placed at each corner and the center of each shelf of the oven. The evaporation requirement is to apply to all test locations when the oven is empty except for the beakers of water.

4.6 *Specific Gravity Measurement*—Hydrometers conforming to the requirements of Specification E 100, or a suitable combination of graduated glassware and balance, capable of measuring the solution specific gravity within ±0.001.

5. Special Solutions Required

5.1 Prepare the solution for immersion of test samples from either sodium or magnesium sulfate in accordance with 5.1.1 or 5.1.2 (Note 3). The volume of the solution shall be at least five times the solid volume of all samples immersed at any one time.

NOTE 3—Some aggregates containing carbonates of calcium or magnesium are attacked chemically by fresh sulfate solution, resulting in erroneously high measured losses. If this condition is encountered or is suspected, repeat the test using a filtered solution that has been used previously to test the same type of carbonate rock, provided that the solution meets the requirements of 5.1.1 and 5.1.2 for specific gravity.

5.1.1 *Sodium Sulfate Solution*—Prepare a saturated solution of sodium sulfate by dissolving a USP or equal grade of the salt in water at a temperature of 77 to 86°F (25 to 30°C). Add sufficient salt (Note 4), of either the anhydrous (Na_2SO_4) or the crystalline ($Na_2SO_4 \cdot 10H_2O$) form,[6] to ensure not only saturation but also the presence of excess crystals when the solution is ready for use in the tests. Thoroughly stir the mixture during the addition of the salt and stir the solution at frequent intervals until used. To reduce evaporation and prevent contamination, keep the solution covered at all times when access is not needed. Allow the solution to cool to 70 ± 2°F (21 ± 1°C). Again stir, and allow the solution to remain at the designated temperature for at least 48 h before use. Prior to each use, break up the salt cake, if any, in the container, stir the solution thoroughly, and determine the specific gravity of the solution. When used, the solution shall have a specific gravity not less than 1.151 nor more than 1.174. Discard a discolored solution, or filter it and check for specific gravity.

NOTE 4—For the solution, 215 g of anhydrous salt or 700 g of the decahydrate per litre of water are sufficient for saturation at 71.6°F (22°C). However, since these salts are not completely stable and since it is desirable that an excess of crystals be present, the use of not less than 350 g of the anhydrous salt or 750 g of the decahydrate salt per litre of water is recommended.

5.1.2 *Magnesium Sulfate Solution*—Prepare a saturated solution of magnesium sulfate by dissolving a USP or equal grade of the salt in water at a temperature of 77 to 86°F (25 to 30°C). Add sufficient salt (Note 5), of either the anhydrous ($MgSO_4$) or the crystalline ($MgSO_4 \cdot 7H_2O$) (Epsom salt) form, to ensure saturation and the presence of excess crystals when the solution is ready for use in the tests. Thoroughly stir the mixture during the addition of the salt and stir the solution at frequent intervals until used. To reduce evaporation and prevent contamination, keep the solution covered at all times when access is not needed. Allow the solution to cool to 70 ± 2°F (21 ± 1°C). Again stir, and allow the solution to remain at the designated temperature for at least 48 h before use. Prior to each use, break up the salt cake, if any, in the container, stir the solution thoroughly, and determine the specific gravity of the solution. When used, the solution shall have a specific gravity not less than 1.295 nor more than 1.308. Discard a discolored solution, or filter it and check for specific gravity.

NOTE 5—For the solution, 350 g of anhydrous salt or 1230 g of the heptahydrate per litre of water are sufficient for saturation at 73.4°F (23°C). However, since these salts are not completely stable, with the hydrous salt being the more stable of the two, and since it is desirable that an excess of crystals be present, it is recommended that the heptahydrate salt be used and in an amount of not less than 1400 g/litre of water.

6. Samples

6.1 The sample shall be obtained in general accordance with Practice D 75 and reduced to test portion size in accordance with Practice C 702.

6.2 *Fine Aggregate*—Fine aggregate for the test shall be passed through a 9.5-mm (3/8-in.) sieve. The sample shall be of such size that it will yield not less than 100 g of each of the following sizes, which shall be available in amounts of 5 % or more, expressed in terms of the following sieves:

Passing Sieve	Retained on Sieve
600 µg (No. 30)	300 µm (No. 50)
1.18 mm (No. 16)	600 µm (No. 30)
2.36 mm (No. 8)	1.18 mm (No. 16)
4.75 mm (No. 4)	2.36 mm (No. 8)
9.5 mm (3/8 in.)	4.75 mm (No. 4)

6.3 *Coarse Aggregate*—Coarse aggregate for the test shall consist of material from which the sizes finer than the No. 4 sieve have been removed. The sample shall be of such a size that it will yield the following amounts of the indicated sizes that are available in amounts of 5 % or more:

Size (Square-Opening Sieves)	Weight, g
9.5 mm (3/8 in.) to 4.75 mm (No. 4)	300 ± 5
19.0 mm (3/4 in.) to 9.5 mm (3/8 in.)	1000 ± 10
Consisting of:	
12.5-mm (1/2-in.) to 9.5-mm (3/8-in.) material	330 ± 5
19.0-mm (3/4-in.) to 12.5-mm (1/2-in.) material	670 ± 10
37.5-mm (1 1/2-in.) to 19.0-mm (3/4 in.)	1500 ± 50
Consisting of:	
25.0-mm (1-in.) to 19.0-mm (3/4-in.) material	500 ± 30
37.5-mm (1 1/2-in.) to 25.0-mm (1-in.) material	1000 ± 50
63-mm (2 1/2 in.) to 37.5-mm (1 1/2 in.)	5000 ± 300
Consisting of:	
50-mm (2 in.) to 37.5-mm (1 1/2-in.) material	2000 ± 200
63-mm (2 1/2-in.) to 50-mm (2-in.) material	3000 ± 300
Larger sizes by 25-mm (1-in.) spread in sieve size, each fraction	7000 ± 1000

[6] Experience with the test method indicates that a grade of sodium sulfate designated by the trade as dried powder, which may be considered as approximately anhydrous, is the most practical for use. That grade is more economically available than the anhydrous form. The decahydrate sodium sulfate presents difficulties in compounding the required solution on account of its cooling effect on the solution.

6.4 When an aggregate to be tested contains appreciable amounts of both fine and coarse material, having a grading with more than 10 weight % coarser than the 9.5-mm (⅜-in.) sieve and, also, more than 10 weight % finer than the 4.75-mm (No. 4) sieve, test separate samples of the minus No. 4 fraction and the plus No. 4 fraction in accordance with the procedures for fine aggregate and coarse aggregate, respectively. Report the results separately for the fine-aggregate fraction and the coarse-aggregate fraction, giving the percentages of the coarse- and fine-size fractions in the initial grading.

7. Preparation of Test Sample

7.1 *Fine Aggregate*—Thoroughly wash the sample of fine aggregate on a 300-µm (No. 50) sieve, dry to constant weight at 230 ± 9°F (110 ± 5°C), and separate into the different sizes by sieving, as follows: Make a rough separation of the graded sample by means of a nest of the standard sieves specified in 6.2. From the fractions obtained in this manner, select samples of sufficient size to yield 100 g after sieving to refusal. (In general, a 110-g sample will be sufficient.) Do not use fine aggregate sticking in the meshes of the sieves in preparing the samples. Weigh samples consisting of 100 ± 0.1 g out of each of the separated fractions after final sieving and place in separate containers for the test.

7.2 *Coarse Aggregate*—Thoroughly wash and dry the sample of coarse aggregate to constant weight at 230 ± 9°F (110 ± 5°C) and separate it into the different sizes shown in 6.3 by sieving to refusal. Weigh out quantities of the different sizes within the tolerances of 6.3 and, where the test portion consists of two sizes, combine them to the designated total weight. Record the weights of the test samples and their fractional components. In the case of sizes larger than 19.0 mm (¾ in.), record the number of particles in the test samples.

8. Procedure

8.1 *Storage of Samples in Solution*—Immerse the samples in the prepared solution of sodium sulfate or magnesium sulfate for not less than 16 h nor more than 18 h in such a manner that the solution covers them to a depth of at least ½ in. (Note 6). Cover the containers to reduce evaporation and prevent the accidental addition of extraneous substances. Maintain the samples immersed in the solution at a temperature of 70 ± 2°F (21 ± 1°C) for the immersion period.

NOTE 6—Suitably weighted wire grids placed over the sample in the containers will permit this coverage to be achieved with very lightweight aggregates.

8.2 *Drying Samples After Immersion*—After the immersion period, remove the aggregate sample from the solution, permit it to drain for 15 ± 5 min, and place in the drying oven. The temperature of the oven shall have been brought previously to 230 ± 9°F (110 ± 5°C). Dry the samples at the specified temperature until constant weight has been achieved. Establish the time required to attain constant weight as follows: with the oven containing the maximum sample load expected, check the weight losses of test samples by removing and weighing them, without cooling, at intervals of 2 to 4 h; make enough checks to establish required drying time for the least favorable oven location (see 4.5) and sample condition (Note 7). Constant weight will be considered to have been achieved when weight loss is less than 0.1 % of sample weight in 4 h of drying. After constant weight has been achieved, allow the samples to cool to room temperature, when they shall again be immersed in the prepared solution as described in 8.1.

NOTE 7—Drying time required to reach constant weight may vary considerably for several reasons. Efficiency of drying will be reduced as cycles accumulate because of salt adhering to particles and, in some cases, because of increase in surface area due to breakdown. The different size fractions of aggregate will have differing drying rates. The smaller sizes will tend to dry more slowly because of their larger surface area and restricted interparticle voids, but this tendency may be altered by the effects of container size and shape.

8.3 *Number of Cycles*—Repeat the process of alternate immersion and drying until the required number of cycles is obtained.

9. Quantitative Examination

9.1 Make the quantitative examination as follows:

9.1.1 After the completion of the final cycle and after the sample has cooled, wash the sample free from the sodium sulfate or magnesium sulfate as determined by the reaction of the wash water with barium chloride ($BaCl_2$). Wash by circulating water at 110 ± 10°F (43 ± 6°C) through the samples in their containers. This may be done by placing them in a tank into which the hot water can be introduced near the bottom and allowed to overflow. In the washing operation, the samples shall not be subjected to impact or abrasion that may tend to break up particles.

9.1.2 After the sodium sulfate or magnesium sulfate has been removed, dry each fraction of the sample to constant weight at 230 ± 9°F (110 ± 5°C). Sieve the fine aggregate over the same sieve on which it was retained before the test, and sieve the coarse aggregate over the sieve shown below for the appropriate size of particle. For fine aggregate, the method and duration of sieving shall be the same as were used in preparing the test samples. For coarse aggregate, sieving shall be by hand, with agitation sufficient only to assure that all undersize material passes the designated sieve. No extra manipulation shall be employed to break up particles or cause them to pass the sieves. Weigh the material retained on each sieve and record each amount. The difference between each of these amounts and the initial weight of the fraction of the sample tested is the loss in the test and is to be expressed as a percentage of the initial weight for use in Table 1.

Size of Aggregate	Sieve Used to Determine Loss
63 mm (2½ in.) to 37.5 mm (1½ in.)	31.5 mm (1¼ in.)
37.5 mm (1½ in.) to 19.0 mm (¾ in.)	16.0 mm (⅝ in.)
19 mm (¾ in.) to 9.5 mm (⅜ in.)	8.0 mm (5/16 in.)
9.5 mm (⅜ in.) to 4.75 mm (No. 4)	4.0 mm (No. 5)

10. Qualitative Examination

10.1 Make a qualitative examination of test samples coarser than 19.0 mm (¾ in.) as follows (Note 8):

10.1.1 Separate the particles of each test sample into groups according to the action produced by the test (Note 8).

10.1.2 Record the number of particles showing each type of distress.

NOTE 8—Many types of action may be expected. In general, they may be classified as disintegration, splitting, crumbling, cracking,

TABLE 1 Suggested Form for Recording Test Data (with Illustrative Test Values)

Sieve Size			Grading of Original Sample, %	Weight of Test Fractions Before Test, g	Percentage Passing Designated Sieve After Test	Weighted Percentage Loss
Soundness Test of Fine Aggregate						
Minus 150 µm (No. 100)			6	...	...	...
300 µm (No. 50) to No. 100			11	...	...	...
600 µm (No. 30) to No. 50			26	100	4.2	1.1
1.18 mm (No. 16) to No. 30			25	100	4.8	1.2
2.36 mm (No. 8) to No. 16			17	100	8.0	1.4
4.75 mm (No. 4) to No. 8			11	100	11.2	1.2
9.5 mm (3/8 in.) to No. 4			4	...	11.2[A]	0.4
Totals			100.0	...	...	5
Soundness Test of Coarse Aggregate						
63 mm (2½ in.) to 50 mm (2 in.)	2825 g	2½ to 1½ in.	20	4783	4.8	1.0
50 mm (2 in.) to 37.5 mm (1½ in.)	1958 g					
37.5 mm (1½ in.) to 25.0 mm (1 in.)	1012 g	1½ to ¾ in.	45	1525	8.0	3.6
25 mm (1 in.) to 19.0 mm (¾ in.)	513 g					
19.0 mm (¾ in.) to 12.5 mm (½ in.)	675 g	¾ to 3/8 in.	23	1008	9.6	2.2
12.5 mm (½ in.) to 9.5 mm (3/8 in.)	333 g					
9.5 mm (3/8 in.) to 4.75 mm (No. 4)	298 g		12	298	11.2	1.3
Totals			100	...	...	8

[A] The percentage loss (11.2 %) of the next smaller size is used as the percentage loss for this size, since this size contains less than 5 % of the original sample as received. See 11.1.3.4.

flaking, etc. While only particles larger than ¾ in. in size are required to be examined qualitatively, it is recommended that examination of the smaller sizes be made in order to determine whether there is any evidence of excessive splitting.

11. Report

11.1 Report the following data (Note 9):

11.1.1 Weight of each fraction of each sample before test.

11.1.2 Material from each fraction of the sample finer than the sieve designated in 9.1.2 for sieving after test, expressed as a percentage of the original weight of the fraction,

11.1.3 Weighted average calculated in accordance with Method C 136 from the percentage of loss for each fraction, based on the grading of the sample as received for examination or, preferably, on the average grading of the material from that portion of the supply of which the sample is representative except that:

11.1.3.1 For fine aggregates (with less than 10 % coarser than the 9.5-mm (3/8-in.) sieve), assume sizes finer than the 300-µm (No. 50) sieve to have 0 % loss and sizes coarser than the 9.5-mm (3/8-in.) sieve to have the same loss as the next smaller size for which test data are available.

11.1.3.2 For coarse aggregate (with less than 10 % finer than the 4.75-mm (No. 4) sieve), assume sizes finer than the 4.75-mm (No. 4) sieve to have the same loss as the next larger size for which test data are available.

11.1.3.3 For an aggregate containing appreciable amounts of both fine and coarse material tested as two separate samples as required in 6.4, compute the weighted average losses separately for the minus No. 4 and plus No. 4 fractions based on recomputed gradings considering the fine fraction as 100 % and the coarse fraction as 100 %. Report the results separately giving the percentage of the minus No. 4 and plus No. 4 material in the initial grading.

11.1.3.4 For the purpose of calculating the weighted average, consider any sizes in 6.2 or 6.3 that contain less than 5 % of the sample to have the same loss as the average of the next smaller and the next larger size, or if one of these sizes is absent, to have the same loss as the next larger or next smaller size, whichever is present.

11.1.4 Report the weighted percentage loss to the nearest whole number.

11.1.5 In the case of particles coarser than 19.0 mm (¾ in.) before test: (*1*) The number of particles in each fraction before test, and (*2*) the number of particles affected, classified as to number disintegrating, splitting, crumbling, cracking, flaking, etc., as shown in Table 2, and

11.1.6 Kind of solution (sodium or magnesium sulfate) and whether the solution was freshly prepared or previously used.

NOTE 9—Table 1, shown with test values inserted for purpose of illustration, is a suggested form for recording test data. The test values shown might be appropriate for either salt, depending on the quality of the aggregate.

12. Precision

12.1 *Precision*—For coarse aggregate with weighted average sulfate soundness losses in the ranges of 6 to 16 % for sodium and 9 to 20 % for magnesium, the precision indexes are as follows:

	Coefficient of Variation (1S %), %[A]	Difference Between Two Tests (D2S %), % of Average[A]
Multilaboratory:		
Sodium sulfate	41	116
Magnesium sulfate	25	71
Single-Operator:		
Sodium sulfate	24	68
Magnesium sulfate	11	31

[A] These numbers represent, respectively, the (1S %) and (D2S %) limits as described in Practice C 670.

12.2 *Bias*—Since there is no accepted reference material suitable for determining the bias for this procedure, no statement on bias is being made.

TABLE 2 Suggested Form for Qualitative Examination (with Illustrative Test Values)

Sieve Size	Qualitative Examination of Coarse Sizes								
	Particles Exhibiting Distress								Total No. of Particles Before Test
	Splitting		Crumbling		Cracking		Flaking		
	No.	%	No.	%	No.	%	No.	%	
63 mm (2½ in.) to 37.5 mm (1½ in.)	2	7	...	...	2	7	...	...	29
37.5 mm (1½ in.) to 19.0 mm (¾ in.)	5	10	1	2	4	8	...	...	50

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This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, 1916 Race St., Philadelphia, PA 19103.

END OF SECTION

SECTION 02515

PATCHING OF ASPHALT PAVEMENT

PART 1 GENERAL (This section is applicable to repair of damage done to existing pavement per SECTION 02480, PARAGRAPH 3.6, Roads, Utilities, and Property Maintenance and Restrictions)

1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by the designation only.

STATE OF WASHINGTON

Standard Specifications for Road and Bridge Construction and State Materials Manual, dated 1991 (WSHD).

1.2 1991 STATE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION

Whenever this specification is referenced, the following is understood.

1.2.1 Whenever the term Commission or Department occurs, it shall mean the Government. Whenever the term Director or Executive Officer occurs, it shall mean the Contracting Officer.

1.2.2 Whenever the term Engineer occurs, it shall mean the Contracting Officer.

1.2.3 Whenever a discrepancy occurs between the 1991 Standard Specification and this specification, it is understood that this specification governs.

1.3 REQUIREMENTS

1.3.1 General

The aggregate base, prime coat, asphalt emulsion, and bituminous surface course shall conform to the requirements of the Standard Specifications for Road and Bridge Construction, State of Washington, Department of Transportation.

1.4 MATERIAL

1.4.1 Aggregates

The grading and proportioning of aggregates shall be such that the combined mineral aggregate conforms to the specified requirements.

1.4.1.1 Aggregates for base course shall conform to Section 9-03.10 of the WSHD Standard Specification, Class B.

1.4.1.2 Aggregates for asphaltic concrete shall conform to Section 9-03-8 of the WSHD Standard Specifications, Class B.

1.4.2 Asphalt Materials

1.4.2.1 Asphalt cement shall conform to Section 9-02.1 of the WSHD Standard Specification, grade AR-4000.

1.4.2.2 Liquid Asphalt, MC-70, shall conform to Section 9-02.1.2 of the WSHD Standard Specifications.

1.5 BASE COURSE

1.5.1 Aggregate base shall be placed in accordance with requirements of Sections 4-04.3(1) through 4-04.3(5) inclusive of the WSHD Standard Specifications and to the thickness of the existing base course. The materials shall be compacted as required in the WSHD Standard Specifications.

1.6 ASPHALT CONCRETE

1.6.1 All materials shall be furnished by the Contractor. The bituminous concrete shall consist of mineral aggregate, uniformly mixed with bituminous material in a central plant in accordance with Section 5-04 of the Standard Specifications. The percentage of asphalt cement binder shall be in accordance with Section 9-03.8(6) of the WSHD Standard Specifications between 5 and 7 percent. The mixing plant and construction equipment shall conform to the requirements of Section 5-04(1) of WSHD Standard Specifications.

1.7 ASPHALT PAVING PATCHING

1.7.1 Preparation

The preparation and compaction of the subgrade shall be in accordance with the requirements of Paragraph: BASE COURSE. Before the patch is constructed all pavement cuts shall be saw cut so that the marginal lines of the patch will form a rectangle with straight edges and vertical faces.

1.7.2 Patching of Pavement

After the subgrade has been prepared asphalt pavement Class B shall be placed to a thickness of the existing asphalt pavement depth, or to a minimum of 2 inches, whichever depth is the greater, leveled and compacted to conform to the adjacent paved surface. Immediately thereafter, all joints between the new and original asphalt pavement shall be painted with hot asphalt or asphalt emulsion and be covered with dry paving sand before the asphalt solidifies.

END OF SECTION