

2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">2</p>	3. EFFECTIVE DATE <p style="text-align: center;">30-Jul-2004</p>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY <p style="text-align: center;">US Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896</p>		7. ADMINISTERED BY <i>(If other than item 6)</i>	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(x)	9a. AMENDMENT OF SOLICITATION NO. <p style="text-align: center;">W912DQ-04-R-0019</p>
	X	9B. DATED <i>(SEE ITEM 11)</i> <p style="text-align: center;">7/21/2004</p>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above number 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 telegraph 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: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBER CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

**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.)***

**Education Center, Whiteman Air Force Base, Missouri**

The Solicitation is amended in accordance with the attached pages.

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

1. SPECIFICATIONS:

a. Revised Sections:

Solicitation and Contract Documents, pages 1 through 201 are deleted and replaced with Solicitation and Contract Documents, pages 1 through 200. A copy is attached. Offerors are cautioned to use the Proposal Schedule included in this revised document.

The following technical specification sections are deleted and replaced with revised sections of the same numbers.

01012  
01100  
01312  
01320  
01332  
01355  
01500  
01780

- b. Wage Determinations: General Decision MO030001, dated 06/11/2004, 4 mods, is deleted and replaced with General Decision MO030001, dated 07/23/2004, 5 mods. General Decision MO030002, dated 06/04/2004, 5 mods, is deleted and replaced with General Decision MO030002, dated 07/23/2004, 6 mods. Copies of the revised wage determinations are attached.

2. DRAWINGS:

- a. Narrative Changes: The following are narrative changes to the drawings.

1) On Sheet A1.1, the following note is added: "No specific location is indicated for concrete/asphalt limit in drawings. Set demarcation at current location of removable security bollards. Service drive from parking lot to bollards shall be asphalt. Service drive from bollards to building, including dumpster pad, shall be concrete."

- b. Revised Drawings: All drawings are re-issued for clarification.

3. For convenience, on the revised specification pages, essential changes have been emphasized by underlining. However, all portions of the revised specification pages shall apply whether or not changes have been indicated.

4. Offerors are required to acknowledge receipt of this amendment on the Bidding Form, in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all amendments may cause rejection of the proposal.

5. Proposals will be received until 4:30 p.m., local time, 27 August 2004, in Room 760 Federal Building, 601 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106-2896.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	W912DQ-04-R-0019	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	7/21/2004	1	200

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

4.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896  Tel: (816) 983-3845 Fax: (816) 426-5169		Offers will be received in Room 760.
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) Ext. (NO COLLECT CALLS)

**SOLICITATION**

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

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

Construction of the Education Center, Project No. YWHG02100R1, Whiteman Air Force Base, Missouri

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving  award  notice to proceed. This performance period is  mandatory,  negotiable. \_\_\_\_\_ )

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and one copies to perform the work required are due at the place specified in Item 8 by 4:30 p.m. local time 8/27/2004 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT

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.

00010-1

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

W912DQ-04-R-0019-0002

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)  (FAX # _____ )
DUNS NO: CODE                      FACILITY CODE	16. REMITTANCE ADDRESS (Include only if different from 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     90     calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS: See attached Proposal Schedule.

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.								
DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
26. ADMINISTERED BY	CODE	<input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
27. PAYMENT WILL BE MADE BY		

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>    </u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 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 commutates 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 of print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	31b. UNITED STATES OF AMERICA      31C. AWARD DATE

SECTION 00010 - SOLICITATION CONTRACT FORM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EDUCATION CENTER: FFP All construction work for the new Education Center as described in this request for proposal except as noted in the following proposal items.	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	EDUCATION CENTER DESIGN: FFP All design cost for work included in Item 0001 PURCHASE REQUEST NUMBER: W58XUW-4148-5433	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	All As-Built Drawings FFP	1	Lump Sum		20,000

TOTAL BASE PROPOSAL

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION 1- 8' Overhang Roof for Ed Center FFP All design and construction work for Education Center 8' Roof Overhang (as depicted in drawings).	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	OPTION 2- Library With 8' Overhang Roof FFP All design and construction work for the Library and connecting Library entrance including 8' roof overhang (as depicted on drawings).				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum		
OPTION	OPTION 3 -Library W/O 8' Overhang FFP All design and construction work for the library and connecting library entrance excluding 8" Roof Overhang (as depicted in drawings).				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		
OPTION	OPTION 4- Terrazzo Floor: FFP Install Terrazzo flooring in various locations (as described on specifications and drawings).				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	OPTION 5- Parking Lot Addition: FFP All design and construction of the optional parking lot area, landscapings, and sidewalk (as described on specifications and drawings).				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
OPTION	OPTION 6- Demo of Education Center: FFP All work for the demolition of existing Education Center Building 145.				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	OPTION 7- Demo of the PDC FFP All work for the demolition of existing Professional Development Center Building .				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum		
	OPTION 8-Seating FFP All work to purchase and install Lecture Hall Seating				

TOTAL OPTION PROPOSAL

TOTAL BASE AND OPTION PROPOSAL

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

**NOTICE TO OFFERORS:** For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

**1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE**

If you use this practice, see Special Clause "Field Office Overhead Per Diem Rate".

\_\_\_\_\_

**2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP**

If you use this practice, see Special Clause

"Field Office Overhead Percentage Markup". \_\_\_\_\_

**3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE** \_\_\_\_\_

**YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATE 3 IS DECLARED, FAILURE TO PROVIDE A DESCRIPTION WHICH CLEARLY STATES OR DESCRIBES A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR BID TO BE REJECTED.**

## RFP NOTES:

- (1) The Government will procure this facility through a design/build competitive acquisition in accordance with the provisions set forth in this Request for Proposals (RFP).
- (2) Offeror's attention is directed to SECTION 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, paragraph titled "BASIS OF AWARD".
- (3) Proposal prices must be entered for all items of the Proposal Schedule. Award will be made as a whole to one Contractor on the basis of price and price-related factors. Offeror's attention is directed to SECTION 00110 SUBMISSION REQUIREMENTS AND INSTRUCTIONS and to SECTION 00120 PROPOSAL EVALUATION AND CONTRACT AWARD for further details.
- (4) If a modification to an offer is submitted which provides for a lump sum adjustment to the total cost, the application of the lump sum adjustment to each price in the Proposal Schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every price in the Proposal Schedule.
- (5) Offeror's attention is directed to SECTION 01100: GENERAL for special provisions pertaining to this Solicitation.
- (6) Offeror's attention is directed to SECTION 01100, paragraph titled "Missouri Sales and Use Tax".
- (7) The general outline of the principal features of each item as listed does not in any way limit the responsibility of the offeror for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item.
- (8) Determination of the Offeror's total price for the proposed work will be based on the TOTAL of the BASE SCHEDULE and OPTION SCHEDULE. Immediate award will be made of the BASE SCHEDULE. At the option of the Government, the OPTION SCHEDULE may be awarded at the proposal price after Notice of Award for the BASE SCHEDULE work. The Government does not guarantee any work beyond that of the BASE SCHEDULE. The Government reserves the right to pick up the OPTION SCHEDULE at the proposal price after the Notice to Proceed as noted below. Offeror's attention is directed to SECTION 00100, paragraph titled "Evaluation of Options" for further detail.
  - a) OPTION 1 will be awarded with base bid if accepted.
  - b) OPTION 2 – 8 shall have 210 calendar days for acceptance.
- (9) Proposal Item 0001 includes Education Center without 8' roof overhangs. Roof slope shall be maintained as shown on the drawings. Floor areas depicting Terrazzo floor shall have carpet unless bid OPTION 4 is accepted.
- (10) Proposal Item No. 0003: The fix amount will be held until all as-built drawings are completed, furnished to the Government, and accepted by the Contracting Officer. No partial payments of this item will be provided. The amount shown will not be adjusted upward should actual contractor cost be higher. Any higher amounts will be reflected in the contractor's basic bid item 0002.
- (11) Proposal Item No. 0004, 0006, and 0005. Education Center and Library will have matching roof overhangs. Therefore, not all options can be selected.

# ***CAUTION!***

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. **AMENDMENTS:** Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. **SEALED PROPOSALS:** Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. **AMENDED PROPOSAL PAGES:** If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. **LATE PROPOSALS:** In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. **PROPOSAL GUARANTEE:** Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. **MISTAKE IN PROPOSAL:** Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. **TELEGRAPHIC MODIFICATIONS:** If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach us prior to the time set for receipt of proposals. Any doubt should be resolved in favor of allowing Extra Time.
8. **FACSIMILE PROPOSALS OR MODIFICATIONS:** Will not be considered. Facsimile withdrawals will be considered.
9. **SECTION 00600:** Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted prior to award.
10. **HAND-DELIVERED PROPOSAL:** If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
11. **BUY AMERICAN ACT:** All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.
12. **BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2**  
Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

## Section 00100 - Instructions to Offerors

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## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)**

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

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

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO-rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

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

(End of provision)

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

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

(End of provision)

## 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

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

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

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

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

(End of Statement)

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

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

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

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later

communicated, and includes electronically transmitted and stored information.

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE DESIGN BUILD contract resulting from this solicitation.

(End of clause)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
 -----  
 (c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....

Domestic construction material...

Item 2:

Foreign construction material....  
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (APR 1984)

The Progress Payments clause will be available only to small business concerns. Any bid conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive if the bidder is not a small business concern.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT  
PAMELA WELLONS  
760 FEDERAL BLDG  
601 E 12<sup>TH</sup> STREET  
KANSAS CITY, MO 64106-2896

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for 10:00 a.m., 27 July 2004.

(c) Point of Contact for site visit information is James Rudy, phone 660-563-2311.

(d) Offeror's attention is directed to Section 01100 wherein are instructions and information for entry into Whiteman Air Force Base.

(End of provision)

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

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

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

"Registered in the CCR database" means that--

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

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

(End of clause)

#### 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

#### 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

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

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

- (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--
    - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
    - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) End product means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) Foreign end product means an end product other than a domestic end product.
- (5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.
- (7) Qualifying country end product means--
- (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)

**NWK-00100-001 FIELD OFFICE OVERHEAD PERCENTAGE MARKUP**

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

**NWK-00100-002 FIELD OFFICE OVERHEAD PER DIEM RATE**

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

**NWK-00100-003 BID BOND REQUIREMENTS (DEC 1989) (FAR 28.101-2)**

If your bid exceed \$50,000.00, the bid bond shall be in the amount of 20% of the bid price or \$3,000,000, whichever is the lesser amount. (See CONTRACT CLAUSE titled "Bid Guarantee.")

**NWK-00100-004 PLANS AND SPECIFICATIONS**

Plans and specifications will be available only on CD-ROM, and will be free of charge. A street address must be provided when requesting a CD-ROM. Requests for the CD-ROM must be made via the Internet at <http://www.nwk.usace.army.mil/contract/contract.html>.

**NWK-00100-005 MAGNITUDE OF PROJECT (DFAR 236.204)**

The magnitude of this project is represented by the following estimated price range: between \$10,000,000 and \$25,000,000.

**SECTION 00110**

**PROPOSAL SUBMISSION AND EVALUATION**

1. PROPOSAL SUBMISSION
  - 1.1 WHERE TO SUBMIT
  - 1.2 SUBMISSION DEADLINE
2. PROPOSAL REQUIREMENTS AND FORMAT
  - 2.1 PROPOSAL FORMAT
  - 2.2 PROPOSAL FORMAT VOLUME I
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3. EVALUATION OF PROPOSALS
4. RELATIVE IMPORTANCE OF EVALUATION FACTORS
  - 4.1 RELATIVE IMPORTANCE OF VOLUME I EVALUATION FACTORS
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5. SUBMITTALS AND EVALUATION
  - 5.1 SUBMITTALS AND EVALUATION
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  - 5.3 VOLUME III PRICE – SUBMITTAL REQUIREMENTS
6. FUNDING
7. COMPETITIVE RANGE
8. FINAL PROPOSAL REVISIONS
9. SELECTION PROCEDURES
10. ORAL PRESENTATIONS
11. AWARD OF CONTRACT
12. DEBRIEFING
13. PROPOSAL EXPENSES AND PRECONTRACT COSTS
14. RELEASE OF INFORMATION

ATTACHMENT:

PERFORMANCE QUESTIONNAIRE

**SECTION 00110**  
**PROPOSAL SUBMISSION AND EVALUATION**

**1. PROPOSAL SUBMISSION**

See also FAR Clause 52.215-1, Section 00100, INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION.

**1.1 WHERE TO SUBMIT**

Offerors shall submit their proposal packages to the USACE Contracting Activity at the address shown in Block 8 of Standard Form 1442.

**1.2 SUBMISSION DEADLINE**

Submission deadline and procedures are identified on the SF 1442 and this Section.

**2. PROPOSAL REQUIREMENTS AND FORMAT**

**2.1 PROPOSAL FORMAT**

All proposals shall contain the evaluation requirements stated herein. All written information and data shall be in an 8 ½" x 11" format and shall be provided in a standard 3–ring binder. Every binder shall contain: Table of Contents, List of Tables or Figures (if required) and List of Appendixes. Contents shall follow the order of the evaluation criteria and pages shall be numbered. Only written proposals will be accepted. Oral, electronic, and facsimile proposals will not be accepted.

Firms submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and monies are expended in preparing information required by the RFP. Data submitted must reflect the designer's interpretation of criteria contained in the RFP. Unnecessarily elaborate or voluminous brochures or other presentations, beyond those sufficient to present a complete and effective response, are not desired and may be construed as an indication of the firm's lack of cost-consciousness. Elaborate artwork, expensive paper and bindings, and expensive/extensive visual and other presentation aids are unnecessary.

Technical proposals will be evaluated for conformance with the minimum RFP criteria, and for the extent to which they exceed those criteria. While the intent is to keep the pre-award design effort to a minimum, proposals must provide adequate detail for evaluators to determine how the proposals meet or exceed the RFP criteria. It must also form sufficient basis for a fair and reasonable price proposal.

Proposal clarity, organization (as stated in this solicitation) and cross-referencing are mandatory. No material (information not part of proposal) shall be incorporated by reference. A proposal that does not conform to these requirements shall be considered non-responsive and the proposal returned to the Offeror.

2.2 PROPOSAL FORMAT VOLUME I

All proposals shall be submitted in a single 3-ring binder labeled as Volume I with tabs separating the factors shown on the table below. The original plus 6 copies of Volume I shall be submitted.

VOLUME/TAB	EVALUATION FACTOR/SUBFACTOR	RELATIVE IMPORTANCE
Volume I, Tab 1	Contractual Documents A. Cover Letter B. Section 00600	Acceptable/ Unacceptable
Volume I, Tab 2	Experience (Construction & Design)	All Volume I tabs 2-5 are equally important
Volume I, Tab 3	Past Performance (Construction & Design)	All Volume I tabs 2-5 are equally important
Volume I, Tab 4	Project Management A. Project Management Plan	All Volume I tabs 2-5 are equally important
Volume I, Tab 5	Personnel A. Construction Personnel B. Design Personnel	All Volume I tabs 2-5 are equally important

2.3 PROPOSAL FORMAT VOLUME II

All proposals, except for drawings, shall be submitted in two 3-ring binders labeled as Volume II. All drawings submitted shall be half size drawings. Firms are encouraged to prepare drawings for proposal submission using guidelines presented in Section 01332, SUBMITTALS DURING DESIGN. However, to minimize effort expended by the firms, other formats will be accepted so long as requested information is provided. In either case, firms are encouraged to provide INFORMATIVE DRAWING NOTES to convey important features of their design. Drawing information should present basic concepts, arrangements, and layouts. Arrangements, layout plans, and notes may be combined together on single sheets in order to simplify presentation, so long as clarity is maintained. Drawings are not intended to be construction detail plans. The original plus 6 copies of Volume II shall be submitted.

TABLE 2 VOLUME II PROPOSAL FORMAT		
VOLUME/TAB	EVALUATION FACTOR/SUBFACTOR	RELATIVE IMPORTANCE
Volume II	Education Center Design Features A. Entrance and Administration Area B. Typical Classrooms	Volume II part A and B are equally important.

## 2.4 PROPOSAL FORMAT VOLUME III

Volume 3 shall be submitted in a single 3-ring binder labeled as Volume III. The original plus 6 copies of Volume I shall be submitted.

TABLE 3		
VOLUME III PROPOSAL FORMAT		
VOLUME/TAB	EVALUATION FACTOR/SUBFACTOR	RELATIVE IMPORTANCE
Volume III	Price A. Cover Letter B. SF 1442 & Section 00010 C. Guarantee	See paragraph 4 for importance of Volume III

## 3. EVALUATION OF PROPOSALS

**a)** All proposals and documentation, which have been properly submitted, will be evaluated. Proposals received will be evaluated on the basis of the factors stated in the solicitation to select the responsible Offeror whose proposal presents the best value and is most advantageous to the Government. Because of the number of proposals anticipated, uniformity of all proposals is essential to assure fair and accurate evaluation. All proposals must comply with the instructions in the solicitation outlined and its supplements will be utilized.

**b)** The Government intends to evaluate proposals without discussions with Offerors. The Government also reserves the right to enter into discussions if determined to be in the Government's best interests. Discussions initiated by the Government with owners, contract administrators, or other points of contact, provided by the Offeror may affect the evaluation rating given for the factors being evaluated by those discussions.

**c)** The Government will conduct evaluations in accordance with the Tradeoff Process in FAR Subpart 15.101-1. Volume III (PRICE) will not have an adjectival rating and will be evaluated separately after consensus evaluations of Volumes I and II have been completed. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the resulting contract successfully. Proposals will be evaluated to determine ratings supported by narratives, and to identify strengths, weaknesses, and deficiencies of the proposed approach in each proposal.

**d)** Evaluation Definitions.

(1) **Strength.** A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

(2) **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance (i.e., meets the RFP requirements, but may have an impact on schedule or quality requirements). *A weakness need not be corrected* for a proposal to be considered for award, but *may* affect the offeror's rating.

(3) **Deficiency.** A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increase the risk of contract performance at an unacceptable level. A deficiency *must be corrected* for a proposal to be considered for award.

(4) **Clarification.** Clarifications are limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. If award without discussions is anticipated,

Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.

(5) Communications. Communications are exchanges between the Government and Offerors after receipt of proposals, leading to establishment of the competitive range.

(6) Discussions. Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal, and shall be conducted by the Contracting Officer with each Offeror within the established competitive range.

(7) Rating. The application of a scale of words, colors, or numbers, used in conjunction with narrative, to denote the degree to which the proposal has met the standard for a non-cost factor. For purposes of this solicitation, ratings will consist of words (adjectival method) used in conjunction with narratives. If at any level of indentation an Offeror's proposal is evaluated as not meeting a minimum requirement (that is, below the level of Satisfactory), this fact may be included in the rating and narrative assessment at that level and each higher level of indentation. Therefore, a Marginal or Unacceptable rating at any level may be carried to the factor (tab) level. The following ratings are the basis for the evaluations conducted on Volume I and Volume II.

(i.) Outstanding - Information submitted demonstrates offeror's potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. Have exceptional strengths that will significantly benefit the Government. The offeror's qualifications exceed the fullest expectations of the Government. The offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. Significantly exceeds most or all solicitation requirements. Very high probability of success.

(ii.) Above Average - Information submitted demonstrates offeror's potential to exceed performance or capability standards. Have one or more strengths that will benefit the Government. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The offeror's qualifications meet and slightly exceed requirements. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Disadvantages are minimal. High probability of success.

(iii.) Satisfactory (Neutral) - Information submitted demonstrates offeror's potential to meet performance or capability standards. Acceptable solution. Either meets all RFP requirements for the sub-factor or contains weaknesses in some areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion, the offeror has a good probability of success, as there is sufficient confidence that a fully compliant level of performance will be achieved. The proposal demonstrates an adequate understanding of the scope and depth of the RFP requirements. No significant advantages or disadvantages. Equates to neutral. Good probability of success.

(iv.) Marginal - The submittal is not adequately responsive or does not address the specific sub-factor. The offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be considered deficient. Proposal does not meet some of the minimum requirements. The assignment of a rating within the bounds of "Marginal" indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offeror's qualifications, plans or approach will likely result in questionable quality of performance, which represents a moderate level of risk to the Government. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. Significant disadvantages.

(v.) Unsatisfactory - Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved. The proposal contains many deficiencies and/or gross omissions; fails to provide a reasonable, logical approach to fulfilling much of the Government's requirements; and/or fails to meet most or all of the minimum requirements. Very significant disadvantages.

#### **4. RELATIVE IMPORTANCE OF EVALUATION FACTORS**

##### **4.1 RELATIVE IMPORTANCE OF VOLUME I EVALUATION FACTORS**

The evaluation factors in Volume I and their relative importance are listed in Table 1 in Paragraph 2.2 above.

##### **4.2 RELATIVE IMPORTANCE OF VOLUME II EVALUATION FACTORS**

The evaluation factors in Volume II and their relative importance are listed in Table 2 in Paragraph 2.3 above.

##### **4.3 RELATIVE IMPORTANCE OF VOLUMES**

In the overall best value analysis, the technical factors in Volume I and Volume II are of approximately equal importance. When combined, the technical ratings in Volume I and II are of approximately equal importance to the price factors in Volume III.

#### **5. SUBMITTALS & EVALUATION**

The requirements specified in the solicitation are considered to be minimum requirements. A more favorable evaluation rating may be given for exceeding the minimum requirements. A low evaluation rating for any factor, or combination of different factors, may cause the proposal to be evaluated unsatisfactorily.

##### **5.1 SUBMITTALS & EVALUATION**

Offerors will submit one binder labeled as Volume I with tabs separating the factors shown below. All required information for each identified factor must be contained within that specified Tab.

###### **5.1.1 TAB 1 CONTRACTUAL DOCUMENTS – SUBMITTAL REQUIREMENTS**

Documents submitted under Tab 1 CONTRACTUAL DOCUMENTS will consist of the following sections:

- a) COVER LETTER: The Offeror will submit a cover letter containing:
  - (1) Solicitation number.
  - (2) Name, address, e-mail, and telephone and facsimile numbers of the Offeror.
  - (3) Names, titles, e-mail, and telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
  - (4) Name, title, and signature of the person authorized to sign the proposal.
  - (5) A statement specifying agreement with all terms, conditions provisions included in the solicitation.
  - (6) Acknowledgement of all amendments to the solicitation (if applicable).
- b) SECTION 00600 "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"

Offers shall submit a Section 00600 completed as appropriate.

#### 5.1.2 TAB 1 CONTRACTUAL DOCUMENTS – EVALUATION

Tab 1 CONTRACTUAL DOCUMENTS is not part of the SSB evaluation, but rather will be used in evaluating the Offeror's conformance to the solicitation, and eligibility for award. Based on the information submitted, the Offeror will be either evaluated as ACCEPTABLE OR UNACCEPTABLE. Proposals that are evaluated as UNACCEPTABLE will not be evaluated further. Tab 1 CONTRACTUAL DOCUMENTS will be evaluated as follows:

**a) COVER LETTER**

The cover letter will be evaluated to ensure the Offeror acknowledges solicitation amendments. Otherwise, the cover letter provides information on the Offeror.

**b) SECTION 00600 "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"**

Section 00600 will be evaluated to determine the Offeror's business classification and other information based on answers to representations, certifications, and other statements included in the solicitation.

#### 5.1.3 TAB 2 EXPERIENCE (CONSTRUCTION & DESIGN) – SUBMITTAL REQUIREMENTS

Tab 2 EXPERIENCE (CONSTRUCTION & DESIGN) consists of two sub-factors: Construction Experience and Design Experience.

The offeror will provide information on a maximum of five (5) separate projects. Information will be provided on the attached form. Only those projects that (1) the offeror, or a primary teaming partner, was the prime contractor, (2) was completed within the last ten years or is substantially complete prior to receipt of proposals, AND (3) shows the offeror's experience in projects similar to this effort should be provided. The government is seeking offerors experienced in design-build contracting, working with military/governmental construction, and construction of projects similar to this effort. A similar project is one for education facilities, which include primarily training rooms and intensive computer usage rooms, with a dollar value equal to or greater than \$5,000,000. Both the design and construction experience of the offeror's proposed design and construction team must be demonstrated.

#### 5.1.4 TAB 2 EXPERIENCE (CONSTRUCTION & DESIGN) – EVALUATION

Tab 2 EXPERIENCE (CONSTRUCTION & DESIGN) contains two subfactors that are equal in importance: Construction Experience and Design Experience. Experience of primary teaming partners will be recognized and evaluated in the same manner as Experience of the Offeror. Tab 2 EXPERIENCE (CONSTRUCTION & DESIGN) will be evaluated as follows:

Experience of primary teaming partners will be recognized and evaluated in the same manner as experience of the offeror. To be rated satisfactory, the offeror must demonstrate at least two (2) examples each of projects for the required elements of (1) design-build experience and (2) military/governmental construction and three (3) examples of similar construction for both the design and construction elements of the offeror's team.

Projects provided may overlap the different requirements. For example, a completed project that used the proposed team (design and construction) members that was for a design-build project to build a high-tech public high school

would count for design-build, governmental construction and similar project by both the designer and constructor. Emphasis will be placed on projects, such as this, that use the offeror's proposed team and meet most of the required areas.

#### 5.1.5 TAB 3 PAST PERFORMANCE (CONSTRUCTION & DESIGN) – SUBMITTAL REQUIREMENTS

Tab 3 PAST PERFORMANCE (CONSTRUCTION & DESIGN) consists of two subfactors: Construction Past Performance and Design Past Performance.

##### a) CONSTRUCTION PAST PERFORMANCE

Construction Contractor Appraisal Support System (CCASS) Performance Evaluations received on DOD Government projects within the last 5 years will be used for evaluations of the constructor if available. Architect-Engineer Contract Administration Support System (ACASS) Performance Evaluations received on DOD Government design projects within the last 5 years will also be used for evaluations of the designer if available. The contractor need not provide past ACASS evaluations. The contractor need not provide past CCASS evaluations.

For each of the projects provided as evidence of experience in Tab 2, the offeror will provide a completed copy of the attached past performance questionnaire to the appropriate owner contact for the project. Offeror's are advised to complete the portion entitled "Contractor's and or Designer's Self – Evaluation Comments" and provide the questionnaire to appropriate owner representative in sufficient time for their contacts to send the completed reference to that address indicated before the proposal due date. The questionnaire includes questions on timeliness, quality, small business subcontracting efforts, and overall project management. The offeror will provide a summary sheet detailing the contact and their contact information for each of the up to five projects listed and a copy of questionnaires provided under Tab 3.

The government source selection team may contact the owner representatives for additional information or clarifications if considered appropriate by the Source Selection Official.

#### 5.1.6 TAB 3 PAST PERFORMANCE (CONSTRUCTION & DESIGN) – EVALUATION

Tab 3 PAST PERFORMANCE (CONSTRUCTION & DESIGN) contains two subfactors that are equal in importance: Construction Past Performance and Design Past Performance.

Tab 3 PAST PERFORMANCE (CONSTRUCTION & DESIGN) will be evaluated as follows:

##### a) PAST PERFORMANCE

Questions will judge the offeror's past performance as follows:

- Overall Project Management
- Timeliness
- Quality
- Small Business Subcontracting Goal Attainment

The CCASS/ACASS evaluations will be given equal weight as the owner interviews. Offerors without CCASS or ACASS ratings will not be penalized and will be evaluated based on owner interviews.

Any unacceptable response may result in an unacceptable rating on past performance. Poorer ratings on individual elements can be overcome by superior ratings on other more important element. Higher evaluating ratings may be awarded for exceptional evaluations. In descending order, lower ratings may be given to evaluations of Above Average, Average, Marginal and unacceptable.

**b) NO RELEVANT PAST PERFORMANCE INFORMATION**

In accordance with FAR 15.305, a neutral rating will be assigned to an Offeror without a record of relevant past performance or for whom information on past performance is not available. However, an Offeror may submit and be evaluated on past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

**c) ADVERSE PAST PERFORMANCE INFORMATION**

In accordance with FAR 15.306, the Government may initiate exchanges with an Offeror to clarify adverse past performance information when the Offeror has not previously had an opportunity to comment.

**5.1.7 TAB 4 PROJECT MANAGEMENT PLAN – SUBMITTAL REQUIREMENTS**

The Offeror should provide a comprehensive Program Management Plan detailing the overall management approach to this project. The Program Management Plan should clearly indicate the following:

Tab 4 PROJECT MANAGEMENT consists of two subfactors: Project Management Plan and Safety & Health Record.

**a) PROJECT MANAGEMENT PLAN (PMP)**

The Offeror should provide a comprehensive Project Management Plan (PMP) developed specifically for this contract. The PMP should discuss the management approach used to design, demo, construct, and turnover of all work within the schedule. The information in the PMP should make it clear that the Offeror has the ability to deliver a quality product and effectively manage the designers, consultants and subcontractors on the team, as well as the ability to coordinate all work throughout the design and construction phases. The PMP shall include an explanation of the total project team management approach for both the design team and the construction team. It shall include: management of firms included within the design team and construction team, specific quality control procedures and risk management used (including Quality Control procedures to be used to limit re-submittals, design errors, and poor coordination between the prime design firm and design consultant), schedule milestone development, and methods to be utilized to adhere to the schedule. In addition, it should address the acquisition of environmental permits in a timely fashion, preparation and submission of As-Built documents, and contract closeout. It should discuss how the design team will support the Offeror during construction and an organizational chart showing the inter-relationship of management and various team components, including the Corps of Engineers and the Air Force. In addition, the PMP should address the relationship between designer and construction contractor and should clearly indicate an understanding of the design-build process. An outline for the PMP is below:

- Management Approach
- Sub-Contractor Management
- Quality Control Procedures
  - Organization Chart
  - Risk assessment of factors and a mitigation plan that may impact budget, quality, or schedule
- Schedule: Indicate the number of calendar days (calculated from NTP=day 0) for the following milestone times for the work as it is anticipated. Assume all optional work items from the bid schedule are accepted by NTP.
  - All Design submittals
  - All Review periods
  - Design complete
  - Acquisition of Environmental Permits
  - Construction start

- Foundations complete
- Structures framing complete
- Structure enclosed and ready for interior work
- Interior finish work
- Structure complete
- HVAC testing and balancing complete
- Exterior complete
- Building Turnover/Acceptance
- Demolition of old buildings mobilization
- Demolition of old buildings finished
- As-built drawings and all final documentation complete
- Preparation and submission of As-Built documents
- Contract closeout
- Budget: Indicate the approximate pay (percentage) for each milestone above.

#### 5.1.8 TAB 4 PROJECT MANAGEMENT – EVALUATION

Tab 4 PROJECT MANAGEMENT consists of three subfactors that are listed in descending order of importance: Project Management Plan, Project Schedule, and Safety & Health Record. The requirements specified in the solicitation are considered to be minimum requirements. A more favorable evaluation rating may be given for exceeding the minimum requirements. Tab 4 PROJECT MANAGEMENT will be evaluated as follows:

##### a) PROJECT MANAGEMENT PLAN (PMP)

Project Management Plans will be evaluated for inclusion of all tasks identified in the Project Management Plan submittal paragraph above. The quality of the Offeror's plan to deliver a quality product and effectively manage the construction team and ability to effectively coordinate all work throughout the design and construction phase of this project will be evaluated. Higher evaluation ratings can be achieved with a thoroughly explained Project Management Plan suitable for the scope and complexity of this project, and which addresses each of the following:

- Management Approach
- Sub-Contractor Management
- Quality Control Procedures
  - Organization Chart
  - Risk assessment of factors and a mitigation plan that may impact budget, quality, or schedule
- Schedule: Indicate the number of calendar days (calculated from NTP=day 0) for the following milestone times for the work as it is anticipated. Assume all optional work items from the bid schedule are accepted by NTP.
  - All Design submittals
  - All Review periods
  - Design complete
  - Acquisition of Environmental Permits
  - Construction start
  - Foundations complete
  - Structures framing complete
  - Structure enclosed and ready for interior work
  - Interior finish work
  - Structure complete
  - HVAC testing and balancing complete
  - Exterior complete
  - Building Turnover/Acceptance

- Demolition of old buildings mobilization
- Demolition of old buildings finished
- As-built drawings and all final documentation complete
- Preparation and submission of As-Built documents
- Contract closeout
- Budget: Indicate the approximate pay (percentage) for each milestone above.

#### 5.1.9 TAB 5 PERSONNEL – SUBMITTAL REQUIREMENTS

Tab 5 PERSONNEL consists of three subfactors: Construction Personnel and Design Personnel

##### a) CONSTRUCTION PERSONNEL

The Offeror shall meet the below minimum requirements for key construction personnel that will be assigned to this project. The Offeror will provide a summary of the duties and responsibilities of these individuals, which clearly indicates separate duties and responsibilities for each of the individuals. Indicate if the proposal exceeds these minimum requirements in experience, or education, or related MILCON or design-build experience. Individual resumes are not required.

(1) Project Superintendent: The Project Superintendent shall be an experienced construction person and have at least 3 years experience in superintendent work on projects similar to this project and having worked for the prime contractor during that timeframe.

(2) Project Manager: The Project Manager shall be a degreed or registered engineer, architect or graduate construction or engineering manager and have at least 3 years experience in related work on projects similar to this project.

(3) CQC System Manager: The Contractor Quality Control (CQC) Manager should be an experienced construction person with a minimum of 3 years experience as a CQC in related work on projects similar to this project.

The proposal should clearly demonstrate they can meet or exceed these minimum requirements and shall meet these minimums throughout the project construction. If, because of reasons beyond the control of management, the original key construction positions are not able to fulfill this obligation, replacement personnel with same or exceeding the education and experience shall be presented to the Contracting Officer for acceptance.

##### b) DESIGN PERSONNEL

(1) The Offeror shall submit the résumés on lead and support design personnel who will work on this project. Key personnel should have their respective professional registrations and experience in design of similar projects. Résumés should list projects, identified in the subfactor DESIGN EXPERIENCE (Tab 2) above, that show previous design team working relationships among key personnel. ; a registered Structural Engineer; a registered Mechanical Engineer; a certified Interior Designer; a registered Electrical Engineer; a registered Civil Engineer; a registered Landscape Architect; and a registered Architect proficient with LEED Green Building Rating Systems and its building practices, technologies, policies and standards developed by the U.S. Green Building Council. If, because of reasons beyond the control of management, the original key design positions are not able to fulfill this obligation, replacement personnel with same or exceeding the education and experience shall be presented to the Contracting Officer for acceptance.

- (2) The Design Team shall include a Project Manager (registered Architect or Engineer). This Project Manager must demonstrate Design/Build experience as well as a past working relationship with the construction contractor. Indicate number of projects of Design/Build and construction contractor projects teamed. If, because of reasons beyond the control of management, the original key design positions are not able to fulfill this obligation, replacement personnel with the same or exceeding the education and experience shall be presented to the Contracting Officer for acceptance.

#### 5.1.10 TAB 5 PERSONNEL– EVALUATION

Tab 5 PERSONNEL contains two subfactors that are of equal importance: Construction Personnel and Design Personnel. Personnel of primary teaming partners will be recognized and evaluated in the same manner as Personnel of the Offeror. Tab 5 PERSONNEL will be evaluated as follows:

**a) CONSTRUCTION PERSONNEL**

Experience on similar projects, education, responsibilities/duties, and years of experience will be evaluated for compliance. Offerors with key construction personnel demonstrating with prior experience on military construction (MILCON) projects and/or completion of design-build projects may receive a more favorable evaluation.

**b) DESIGN PERSONNEL**

These two subfactors will be evaluated together and are equal in importance.

(1) Experience on similar projects, education, professional certification/registration, responsibilities/duties, and years of experience will be evaluated for the key design personnel identified. Offerors with key design personnel with prior experience on military design projects and/or completion of design-build projects may receive a more favorable evaluation.

(2) The Project Manager may receive a more favorable evaluation based upon extensive Design/Build and, or teaming with the prime construction contractor.

#### **5.1.11 TEXT DELETED**

#### **5.1.12 TEXT DELETED**

#### 5.2 VOLUME II SUBMITTALS & EVALUATION

(1) Offerors will submit bound copies of Volume II. All required information for each identified factor must be contained within the drawings.

(2) Betterments. The Offeror shall identify all proposed Betterments (materials, products, equipment, systems, etc) that exceed the basic requirements of the solicitation. This includes consideration of

the items listed in the attached form and any other items furnished as part of the construction and delivery of the facility. See Section 01000 for a form.

(3) Deviations. The Offeror shall provide a list of all other deviations, deemed necessary by the Offeror, to achieve cost limitations, meet statutory requirements, and/or are mandatory due to technical flaws in the solicitation (i.e. performance, structural integrity, safety, maintainability, applicable code requirements, etc) in order to deliver the intended basic requirements of the solicitation. Each deviation shall include an explanation of why the Offeror believes the deviation is necessary. See Section 01000 for a form.

#### 5.2.1 EDUCATION CENTER DESIGN FEATURES submittal

Volume II consists of two subfactors: Entrance and Administrative Areas, and Typical Classrooms. The interior elements developed and proposed in Volume II shall become part of the required construction at the price offered. Items offered by the proposal, exceeding or deviating from the RFP minimum requirements, shall be clearly identified as a "Betterment" or "Deviation" and noted on the drawings and betterments/deviation schedule as appropriate. Do not depict items that are not part of the offer (i.e.: furniture, wall hangings, etc). Three dimensional perspective type drawings, cross section cuts drawings, interior elevations, or similar perspective sketches, are desired to demonstrate interior design features offered. Floor plans are not required as these are prescriptive from the RFP but may be used for reference.

- a)** Entrance and Administrative Areas. It is desired that the development of these areas present an attractive, flexible, and durable interior design.

(1) Interior Architectural Design of the Education Center West Entrance and staircase areas. Consideration will be given to the flexibility, functionality, durability, and attractiveness of the entry interior design elements. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics. Provide a building section of the offeror's choice that will illustrate the vertical relationship of all major building components, walls, floors, ceiling and roofs at the entrance area.

(2) Interior Architectural Design of the Education Center East Entrance/Lounge. Consideration will be given to the flexibility, functionality and individuality of the entry and lounge interior design elements. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics.

(3) Interior Architectural Design of the Administrative Areas. Depict a typical "Office and adjacent Administration room" combination from one of the colleges represented. Also depict, the Ed Center student reception/corridor area. Consideration will be given to the flexibility, functionality, and attractiveness of the interior design elements. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics.

(4) Interior Architectural Design of the Library (Optional Bid item). Depict the circulation desk, curved wall surfaces, and children's area. Consideration will be given to the flexibility, functionality, and attractiveness of the interior design elements. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics. Provide a building section of the offeror's choice that will illustrate the vertical relationship of all major building components, walls, floors, ceiling and roofs at the entrance area.

- b)** Typical Classroom This facility contains mostly classrooms that are the primary building function. Therefore, attractive and functional classrooms are critical to the project success.

(1) Interior Architectural Design of the Typical Classroom. It is desired that the development of these areas present an attractive, flexible, and durable interior design. The offeror may propose more than one scheme for typical classrooms but must ensure drawings are clear on quantity and how the schemes apply (i.e.: room listing/schedule). Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics.

### 5.2.2 VOLUME II – EVALUATION

Volume II contains two factors: Entrance and Administrative Areas, and Typical Classroom will be evaluated as follows:

**a) Entrance and Administrative Areas**

(1) Sketches/drawings are provided for the 4 areas adequately depicting what is offered.

(2) Interior Architectural Design for each of the 4 subfactors. This part of the evaluation assesses the elements of planning and designing the interiors. Consideration will be given to the livability, flexibility, functionality and individuality of the floor plans. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics.

(3) Betterments. The Offeror will be evaluated on the priority and number of Betterments proposed. Higher evaluations will be assigned based on the value and governments evaluation of the desirability of Betterments proposed.

(4) Deviations. Deviations that, in the Government's evaluation, negatively conflict with the solicitation requirements may be evaluated unfavorably or even result in rejection of the proposal as non-responsive.

**b) Typical Classroom**

(1) Sketches/drawings are provided for the 4 areas adequately depicting what is offered.

(2) Interior Architectural Design. This part of the evaluation assesses the elements of planning and designing the interiors. Consideration will be given to the livability, flexibility, functionality and individuality of the floor plans. Also, consideration will be given to the overall sensory perception of the physical elements of the design including qualities of light, view and acoustics.

(3) Betterments. The Offeror will be evaluated on the priority and number of Betterments proposed. Higher evaluations will be assigned based on the value and governments evaluation of the desirability of Betterments proposed.

(3) Deviations. Deviations that, in the Government's evaluation, negatively conflict with the solicitation requirements may be evaluated unfavorably or even result in rejection of the proposal as non-responsive.

### 5.3 VOLUME III PRICE – SUBMITTAL REQUIREMENTS

Submittals for PRICE shall be in a separate binder as labeled as Volume III and consisting of the following:

**a) COVER LETTER**

The Offeror will submit a cover letter containing:

- (1) Solicitation number.
- (2) Name, address, e-mail, and telephone and facsimile numbers of the Offeror.
- (3) Names, titles, e-mail, and telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- (4) Name, title, and signature of the person authorized to sign the proposal.
- (5) A statement specifying agreement with all terms, conditions provisions included in the solicitation.
- (6) Acknowledgement of all amendments to the solicitation (if applicable).
- (7) Deviations From the Solicitation: Offerors shall specifically identify, in a section entitled "DEVIATIONS," any significant deviations from the minimum solicitation requirements in Phase 2. All alternates shall be addressed and expanded upon in the appropriate tab in the proposal. This section is not intended for minute deviations and is separate from the deviation requirements in Section 00110.
- (8) Identification Of Items Exceeding Solicitation Requirements: Offerors shall list all significant items exceeding the minimum solicitation requirements. The list shall be entitled "IDENTIFICATION OF ITEMS EXCEEDING SOLICITATION REQUIREMENTS." All items listed shall be addressed and expanded upon in the appropriate tab in the proposal. This section is not intended for minute items exceeding requirements and is separate from the betterment requirement in Section 00110.

**b) STANDARD FORM 1442 AND SECTION 00010**

Offerors shall submit a Standard Form 1442 (SF 1442) with Blocks 14-20 completed. Amendments shall be also be acknowledged in Block 19 of the SF 1442 in addition to the cover letter. Offerors shall submit a completed Section 00010, PRICING SCHEDULE.

**c) GUARANTEE**

The Offeror shall furnish a guarantee in the form of a firm commitment (e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.) The amount of the guarantee shall be 20% percent of the price, or \$3,000,000, whichever is less. See also Section 00100, BID GUARANTEE.

**5.3.1 PRICE – EVALUATION**

The Cover Letter and SF 1442 will only be used in evaluating the Offeror's conformance to the solicitation, and eligibility for award. Section 00010, Price Schedule will be evaluated separately from other evaluation factors in Volumes I and II for price reasonableness. A comparison of proposed price versus other price proposals and the Government Estimate will allow evaluation of price reasonableness.

**6. FUNDING**

The Design and Construction Cost Limitation (CCL) will be subject to the funds available. The Government reserves the right to reject any proposals that exceed these given Cost Limitations. However, the Government may choose to award at more than the Cost Limitation if deemed in the best interest of the Government to do so.

**7. COMPETITIVE RANGE**

Upon completion of evaluations, and if discussions are determined to be necessary, the Government may establish a competitive range for the purpose of conducting discussions. The competitive range shall be determined on the basis of the factors stated in the solicitation and shall only include proposals that have a reasonable chance of being selected for award. Offerors submitting proposals determined outside of the competitive range (lacking a reasonable chance of being selected for contract award) will be notified in writing at the earliest practicable time.

## 8. FINAL PROPOSAL REVISIONS

The Government reserves the right to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to enter into discussions if determined to be in the Government's best interests. Proposal revisions (if required) will be received at the time and place established by the Contracting Officer and communicated to the Offerors in the competitive range. Changes to evaluated factors in the proposal revisions will be reviewed and evaluated.

## 9. SELECTION PROCEDURES

When combined, the technical factors in Volume I and II are of approximately equal importance to the price factors in Volume III. Evaluations from Volumes I, II, and III will be compared utilizing the Tradeoff Process in FAR Subpart 15.101-1 in which the Government may accept other than the lowest priced proposal that represents the best overall value to the Government. After a selection has been made, the Government will contact the selected Offeror, advising the selection. The Government may reject any or all offers if such action is determined to be in the best interests of the Government.

## 10. ORAL PRESENTATIONS

Offerors submitting proposals will be required to provide an oral presentation to a mixture of Corps of Engineer, Air Combat Command, and Whiteman Air Force Base personnel. This presentation will occur at the Kansas City District office. The oral presentations are limited to one hour. The presentations will be scheduled for the next business day after the proposals are due. The purpose of the oral presentations is to provide the offeror with the opportunity to explain the organization of the offeror's proposal, explain any specific documentation provided, to highlight the special features of their proposal, and to identify the benefits of the offeror's proposal that the offeror feels makes their proposal better than the competition. The offeror is expected to highlight significant proposal points and will not be permitted to submit anything new. The oral presentations themselves will not be evaluated. The purpose of the oral presentations is to assist the evaluators in finding and understanding the significant features of the offeror's proposal.

## 11. AWARD OF CONTRACT

The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforms to the solicitation, represents the best value of all factors considered and is judged to be the most advantageous to the Government.

## 12. DEBRIEFING

In accordance with FAR Subpart 15.505 and 15.506, the Offeror may request either a pre-award or post-award debriefing in writing within three calendar days of notice of elimination from competition. Each Offeror is entitled to only one debriefing per acquisition. Debriefing of Offerors, successful or unsuccessful, will be conducted by the Contracting Officer. Release of source selection information after award will be the responsibility of Contracting Division in conjunction with Office of Counsel, and in accordance with the Freedom of Information Act.

13. PROPOSAL EXPENSES AND PRECONTRACT COSTS

This solicitation does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

14. RELEASE OF INFORMATION

After receipt of proposals and until contract award, source selection information will not be furnished to any firm.

TAB 2 Experience (Construction & Design)

<p><b>Project</b> <i>(Project Title)</i> <i>(Project Location – City, State)</i></p>	<p><b>Description of Project</b> <i>(Description of the project, sufficiently detailed for evaluation committee to see the correlation between this project and the area or experience that this project demonstrates. May include a photo if desired.)</i></p>								
<p><b>Construction ____</b> <b>Design ____</b> <i>(Identify either or both for which the offeror or a primary teaming partner performed the actual effort)</i></p>									
<p><b>Project Start Date</b> <i>(Date of construction start)</i></p>									
<p><b>Original Completion Date</b> <i>(Date work was initially to be complete when originally awarded)</i></p>									
<p><b>Actual Completion Date</b> <i>(Date work was actually completed and accepted)</i></p>									
<p><b>Construction Award Amount</b> \$(Initial amount)</p>									
<p><b>Final Construction Amount</b> \$(Final amount)</p>									
<p><b>Percentage of Work Completed by Offeror</b> ____% <i>(Type of work completed by offeror)</i></p>									
<p><b>Point of Contact for Customer</b> <i>(Name, address, telephone, and fax number of the individual most likely to be knowledgeable about your experience on this project)</i> <b>Alternate Point of Contact</b> <i>(Same as above, alternate contact)</i></p>	<p><b>This project example pertains to:</b></p> <table border="0"> <tr> <td><b>Design</b></td> <td><b>Construction</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/> <b>Design-Build Construction Experience</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/> <b>Military/Governmental Construction Experience</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/> <b>Experience on Similar Project</b></td> </tr> </table> <p><i>(Mark which area this project relates to, making sure that your project description supports this capability.)</i></p>	<b>Design</b>	<b>Construction</b>	<input type="checkbox"/>	<input type="checkbox"/> <b>Design-Build Construction Experience</b>	<input type="checkbox"/>	<input type="checkbox"/> <b>Military/Governmental Construction Experience</b>	<input type="checkbox"/>	<input type="checkbox"/> <b>Experience on Similar Project</b>
<b>Design</b>	<b>Construction</b>								
<input type="checkbox"/>	<input type="checkbox"/> <b>Design-Build Construction Experience</b>								
<input type="checkbox"/>	<input type="checkbox"/> <b>Military/Governmental Construction Experience</b>								
<input type="checkbox"/>	<input type="checkbox"/> <b>Experience on Similar Project</b>								

*Text in Italics should be deleted and replaced, where appropriate, with the information requested.*

**GENERAL INFORMATION:**

Contractor's Name	(Type Contractor's Name Here)
Contractor's Address (City and State)	(Type Contractor's Address Here)
Type of Contract	Construction <input type="checkbox"/> Design <input type="checkbox"/> Design-Build <input type="checkbox"/>
Title of Project/ Contract Number	(Type Project Title and Contract Number, if available, here)
Description of Work: (Type a description of the project here)	
Location of Work (City and State)	(Type City and State of Main Effort Here)
Date of Award: <b>Type Date of Contract Award Here</b>	Status: <input type="checkbox"/> Active – Percent Complete: _____ <input type="checkbox"/> Complete – Completion Date: _____
Owner Representative (Type Owner Organization Here) Telephone Number: (Type Telephone No. of Owner Contact Here)	Name: (Type Name of Owner Point of Contract Here) Title: (Type Owner's Contact Title Here) Address: (Type Address of Owner's Contact Here) (Continue Address Here)
Original Construction Contract Award Amount: \$ _____	Original Construction Contract Completion Date: _____
Final Construction Contract Amount: \$ _____	Final Construction Contract Completion Date: _____

**A. Overall Project Management**

1. To what extent did the contractor's relationship with the owner representatives, design or construction partners contribute to, or challenge, the success of the subject project?

Contractor's Self – Evaluation Comments:

*(Type Contractor's (Offeror's) self assessment as it relates to question in this block.)*

Owner's Remarks:

*(Type Owner's (Customer's) remarks here – use these remarks whenever a less than average evaluation is provided; when additional information might be helpful; or to explain a rating.)*

2. To what extent was the contractor in control of the project management (management and coordination of subcontractors, suppliers, the labor force, and cost growth attributable to the contractor)?

Contractor's Self – Evaluation Comments:

Owner's Remarks:

**B. Quality**

1. How effective was the Contractor's Quality Control?

Contractor's Self – Evaluation Comments:

Owner's Evaluation

Exceptional     Above Average     Average     Marginal     Unacceptable

Owner's Remarks:

Please note: Adverse remarks will be provided to contractors in the competitive range for award for response in accordance with Federal Acquisition Regulation requirements. The contracting office will not however, provide your name or copies of this questionnaire to the contractor or any other party not directly involved in the evaluation of the contractor's proposal. Your response to this questionnaire must be received in the contracting office no later than the closing date of the RFP. Questionnaires received after this date will be discarded and will not be evaluated. The evaluation team, if they so choose, may call you for clarification or additional information.

2. How was the overall quality of the project as completed?

Contractor's Self – Evaluation Comments:

[Empty text box for Contractor's Self – Evaluation Comments]

Owner's Evaluation

Exceptional    Above Average    Average    Marginal    Unacceptable

Owner's Remarks:

[Empty text box for Owner's Remarks]

**C. Timeliness**

1. To what extent did the Contractor comply with the schedule requirements of the contract?

a. Initial Preparation and Updates

Contractor's Self – Evaluation Comments:

[Empty text box for Contractor's Self – Evaluation Comments]

Owner's Remarks:

[Empty text box for Owner's Remarks]

b. Compliance with Accepted Schedule (indicate whether schedule adjustments were attributable to the owner, the contractor or both)

Contractor's Self – Evaluation Comments:

[Empty text box for Contractor's Self – Evaluation Comments]

Owner's Remarks:

[Empty text box for Owner's Remarks]

c. Completion of the Project (indicate if Liquidated Damages were assessed)

Contractor's Self – Evaluation Comments:

[Empty text box for Contractor's Self – Evaluation Comments]

Owner's Remarks:

[Empty text box for Owner's Remarks]

**D. Small Business Subcontracting Goal Attainment –**

1. Were initial goals expected to be easy or difficult to reach?

Contractor's Self – Evaluation Comments:

[Empty text box for Contractor's Self – Evaluation Comments]

Please note: Adverse remarks will be provided to contractors in the competitive range for award for response in accordance with Federal Acquisition Regulation requirements. The contracting office will not however, provide your name or copies of this questionnaire to the contractor or any other party not directly involved in the evaluation of the contractor's proposal. Your response to this questionnaire must be received in the contracting office no later than the closing date of the RFP. Questionnaires received after this date will be discarded and will not be evaluated. The evaluation team, if they so choose, may call you for clarification or additional information.

Owner's Remarks:

--

2. How well did the Contractor meet the small business subcontracting goals on this project?

Contractor's Self – Evaluation Comments:

--

Owner's Remarks:

--

**E. Overall Satisfaction**

1. The willingness of past customers to have a contractor perform more work for them is an indication of overall satisfaction with the contractor's performance. If you were to construct another project similar to the one recently completed, and you had the responsibility and total authority to select the contractor for the new project, which of the following statements most accurately depicts the approach you would take?

a. I would have this contractor construct the new project.

b. I would consider this contractor, but I would also explore the possibility of using other contractors to construct the project.

c. I would not consider using this contractor to construct the new project.

2. Overall Rating for this Contractor:

Contractor's Self – Evaluation Comments:

--

Owner's Evaluation

<input type="checkbox"/> Exceptional	<input type="checkbox"/> Above Average	<input type="checkbox"/> Average	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unacceptable
--------------------------------------	--	----------------------------------	-----------------------------------	---------------------------------------

Owner's Remarks:

--

**CERTIFICATION AND SIGNATURE**

I certify that I have completed the above questionnaire to the best of my ability without influence by the contractor. This questionnaire will be provided directly to the Corps of Engineers at the address listed below.

Signature \_\_\_\_\_  
Owner Representative

Date Completed: \_\_\_\_\_

Send the completed questionnaire so that it is received no later than August 17, 2004 to the address listed below:

U. S. Army Corps of Engineers  
Kansas City District  
Attn: CENWK-CT-M/Earl Smith  
760 Federal Building  
601 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

FAX: (816) 426-5169  
E-Mail: [arnold.j.payne@usace.army.mil](mailto:arnold.j.payne@usace.army.mil)

Please note: Adverse remarks will be provided to contractors in the competitive range for award for response in accordance with Federal Acquisition Regulation requirements. The contracting office will not however, provide your name or copies of this questionnaire to the contractor or any other party not directly involved in the evaluation of the contractor's proposal. Your response to this questionnaire must be received in the contracting office no later than the closing date of the RFP. Questionnaires received after this date will be discarded and will not be evaluated. The evaluation team, if they so choose, may call you for clarification or additional information.

## Section 110 Subcontracting

### NOTICE TO OFFERORS

If your firm is a large business and your bid exceeds \$500,000 or more for services or \$1,000,000 for construction, your attention is directed to the following provisions contained in the solicitation:

- 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)
- 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)
- 52.219-16, Liquidated Damages - Small Business Subcontracting Plan
- 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disabled veterans.
- e. There are no established goals for planned subcontracting dollars placed with those small business concerns owned and controlled by certified Hubzone concerns, small business concerns owned and controlled by veterans, and Historic Black Colleges and/or Minority Institutions, however, subcontracting with these concerns is highly encouraged.

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiarize with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

***Should the selected offeror fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offeror will be considered ineligible for award.*** The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached ***plan is an example only*** and should not be construed as the only acceptable subcontracting plan format. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 816-983-3927 or fax your inquiries to 816-426-2979.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED  
SMALL BUSINESS SUBCONTRACTING PLAN  
**EXAMPLE**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

SOLICITATION NO: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (*name of contractor*) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Subcontracting goals for this contract:

- a. Total contract amount is \$\_\_\_\_\_.
- b. Total dollars planned to be subcontracted (to all types of businesses): \$\_\_\_\_\_.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

**\*NOTE:** *Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations unless the firm meets the definition of a small disadvantaged business.*

3. The principal items or areas we will subcontract under this contract are (**NOTE: Construction contractors remember to include materials/supplies when developing plan. Also, list each subcontracted task by Division and Section number**):

\_\_\_\_\_

- a. Of the items or areas stated in 3; we plan to subcontract the following to Small Businesses:

\_\_\_\_\_

b. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Disadvantaged Businesses:

\_\_\_\_\_

c. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Women-Owned Businesses:

\_\_\_\_\_

d. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Service Disabled Veterans-Owned Businesses:

\_\_\_\_\_

e. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Veteran-Owned Businesses:

\_\_\_\_\_

f. Of the items or areas stated in 3; we plan to subcontract the following to Hub Zone concerns:

\_\_\_\_\_

g. Of the items or areas stated in 3; we plan to subcontract the following to Historically Black Colleges and Minority Institutions:

\_\_\_\_\_

**\*\*NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTIONS (delete this statement from your plan)\*\***

4. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Indirect costs were ( ) were not ( ) used in establishing subcontracting goals. *\*\*If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.\*\**

6. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name: Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

7. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested offerors to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

8. *[Name of contractor]* agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

9. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

10. *(Name of Contractor)* agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

11. *(Name of Contractor)* will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. *(Name of Contractor)* will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

Contractor's Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Plan is Accepted By:

\_\_\_\_\_  
Contracting Officer

Date: \_\_\_\_\_

**NOTE:** If this solicitation has options, the plan must contain separate goals for ***each*** option. **EXAMPLE:**

1. Option # \_\_\_\_\_

a. Total contract amount is \$ \_\_\_\_\_.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ \_\_\_\_\_.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

## Section 00600 - Representations &amp; Certifications

REPS & CERTS

## Section 00600 - Representations &amp; Certifications

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	MAY 2004
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-38	<b>Compliance with Veterans' Employment Reporting Requirements</b>	<b>DEC 2001</b>
52.223-4	Recovered Material Certification	OCT 1997
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is 28.5 MILLION .

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

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

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

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

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

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

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

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

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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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

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

(End of provision)

#### 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

#### 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration,

and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts

and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary,

the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

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

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

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

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

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## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (DEC 2001)

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

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

(c) Commercial item means--

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

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

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

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

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

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

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

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

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

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

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

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

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

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

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

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

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

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

(f) Nondevelopmental item means--

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

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

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

(g) "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.

(h) 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)

#### 52.203-3 GRATUITIES (APR 1984)

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

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

- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--
- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

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

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but

excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

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

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

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

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

(End of clause)

#### 52.209-6 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 interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the 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)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

Within Days

After Date

Item No. Quantity of Contract

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

\_\_\_\_\_

Within Days

After Date

Item No. Quantity of Contract

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The

Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

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

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

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

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

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

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

related to this contract or a subcontract hereunder.

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

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

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) *Definition. Facsimile proposal*, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [*insert telephone number*].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

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

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

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

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

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

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

## 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of clause)

## 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of

this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

\_\_\_ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

## 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

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

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

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

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

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

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

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

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

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-

owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

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

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

(2) A statement of--

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

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

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

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
- (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the

purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

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

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

#### 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

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

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the

close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

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

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

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

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

(End of clause)

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

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

(End of clause)

#### 52.222-3 CONVICT LABOR (JUN 2003)

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

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

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

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

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

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

- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.  
(SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
  - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier

subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

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

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

anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(End of clause)

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or

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

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the

Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-23 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
10%	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 WHITEMAN AIR FORCE BASE ,**JONHSON COUNTY MISSOURI**

(End of provision)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

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

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

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

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

copies of the notice in conspicuous places available to employees and applicants for employment.

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

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

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

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

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

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

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

(End of clause)

#### 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

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

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

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

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

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

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

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

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

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

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

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

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

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

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

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

specific attention to minority or female individuals working at these sites or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Executive and top management means any employee--

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

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

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

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

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

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

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

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance

in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

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

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

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

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

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

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

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

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

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

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

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

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

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

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

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

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract 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)

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

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

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

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

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

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

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

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

(iii) Major group codes 20 through 39.

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

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

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

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

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

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

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

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

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

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).

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

Include other applicable supporting information.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would

be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and

consent hereinabove granted.

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

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(vii) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

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

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

(End of clause)

.052.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check,

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000. whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

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

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

(End of clause)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon

presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$ \_\_\_\_\_.  
This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

#### 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the

annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

#### 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

#### 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

(i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or

(ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.

(b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.

(1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards-Educational Institution, which have an award date before the effective date of that standard or cost principle.

(2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4) (ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards-Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

(3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

(c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.

(d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5 or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

#### 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 \_\_\_\_\_. 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)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

---

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against

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

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

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

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

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

(End of clause)

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 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)

## 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

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

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

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

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

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

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

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

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

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

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

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

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

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

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

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

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

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

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

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

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

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

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

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

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

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

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

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

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

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

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

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

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

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

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

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

## 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(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:

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(End of clause)

## 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

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

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

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

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

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
  - (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
  - (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

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

(b) Weather conditions: Each bidder should satisfy himself before submitting his bid as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local National Weather Service Office.

(c) Transportation facilities: Each bidder before submitting his bid should obtain necessary data as to access highway and railroad facilities. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for completion of work.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

## 52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

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

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

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

(End of clause)

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

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

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

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity

recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

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

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

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

(End of clause)

#### 52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(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.

(viii) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

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

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

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

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

(End of clause)

## 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

## 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)

#### 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

#### 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing.

This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### 52.243-4 CHANGES (AUG 1987)

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

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

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

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

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

(End of clause)

#### 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

#### 52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

(End of clause)

#### 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the

Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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

(End of clause)

#### 52.246-21 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)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

## 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

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

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

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(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)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

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

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

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of--
- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;
  - (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)(2)(i) of this clause; and
  - (iii) A sum, as profit on subdivision (g)(2)(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.
- (3) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be

requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

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

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

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

(End of clause)

#### 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(ix) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

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

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

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

## 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (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)

## 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

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

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

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

(End of clause)

## 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

## 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

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

(End of clause)

## 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

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

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

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

(End of clause)

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

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

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

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
  - (2) Established lines of authority, duties, and responsibilities;
  - (3) Internal controls and managerial reviews;
  - (4) Flow of work, coordination, and communication; and
  - (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997
- (b) "General."
- (1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.
  - (2) The system should be --
    - (i) Consistent and integrated with the Contractor's related management systems; and
    - (ii) Subject to applicable financial control systems.
- (c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --
- (1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or
  - (2) In its fiscal year preceding award of this contract --
    - (i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and
    - (ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.
- (d) "System requirements."
- (1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.
  - (2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--
    - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
    - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
  - (3) The Contractor shall --
    - (i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

- (B) When an employees has been involved in an accident or unsafe practice;
  - (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
  - (D) As part of a voluntary employee drug testing program.
- (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
- (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
- (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
- (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.
- (End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 2004)

- (a) Definitions. As used in this clause--
- (1) Component means any item supplied to the Government as part of an end product or of another component.
  - (2) End product means supplies delivered under a line item of this contract.
- (b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:
- (1) Food.
  - (2) Clothing.
  - (3) Tents, tarpaulins, or covers.
  - (4) Cotton and other natural fiber products.
  - (5) Woven silk or woven silk blends.
  - (6) Spun silk yarn for cartridge cloth.
  - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
  - (8) Canvas products.
  - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2004)

(a) Definitions. Caribbean Basin country end product, designated country end product, Free Trade Agreement country end product, nondesignated country end product, qualifying country end product, and U.S. -made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

-----  
 (Line Item Number)  
 -----  
 (Country of Origin)  
 -----  
 (End of provision)

252.225-7021 TRADE AGREEMENTS (JAN 2004)

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

(1) Caribbean Basin country means--

Antigua and Barbuda	El Salvador	Nicaragua
Aruba	Grenada	St. Kitts-Nevis
Bahamas	Guatemala	St. Lucia
Barbados	Guyana	St. Vincent and the Grenadines
Belize	Haiti	Trinidad and Tobago
British Virgin Islands	Honduras	.....
Costa Rica	Jamaica	.....
Dominica	Montserrat	.....
Dominican Republic.	Netherlands	.....
	Antilles	.....

(2) Caribbean Basin country end product--

(i) Means an article that--

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of--

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

(3) Component means an article, material, or supply incorporated directly into an end product.

(4) Designated country means--

Aruba	Germany	Niger
Austria	Greece	Norway
Bangladesh	Guinea	Portugal
Belgium	Guinea-Bissau	Republic of Korea
Benin	Haiti	Rwanda
Bhutan	Hong Kong	Sao Tome and
Botswana	Iceland	Principe
Burkina Faso	Ireland	Sierra Leone
Burundi	Israel	Singapore
Canada	Italy	Somalia
Cape Verde	Japan	Spain
Central African Republic	Kiribati	Sweden
Chad	Lesotho	Switzerland
Comoros	Liechtenstein	Tanzania U.R.
Denmark	Luxembourg	Togo
Djibouti	Malawi	Tuvalu
Equatorial Guinea	Maldives	Uganda
Finland	Mali	United Kingdom
France	Mozambique	Vanuatu
Gambia	Nepal	Western Samoa
	Netherlands	Yemen

(5) Designated country end product means an article that--

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(7) Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

(8) Free Trade Agreement country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(9) Nondesignated country end product means any end product that is not a U.S.-made end product or a designated country end product.

(10) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(11) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(12) United States means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(13) U.S.-made end product means an article that--

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501, et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative. Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products unless--

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2) The Government determines that--

(i) Offers of U.S.-made end products or qualifying, designated, Caribbean Basin, or NAFTA country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest exception to the Trade Agreements Act applies.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) United States law will apply to resolve any claim of breach of this contract.

(f) The HTSUS is available on the Internet at <http://www.customs.ustreas.gov/impoexpo/impoexpo.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States--Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States--Caribbean Basin Trade Partnership Act.

(End of clause)

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

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

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

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

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

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

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

- (1) Within 59 working days of subcontract award;
  - (2) While a challenge is pending; or
  - (3) If a subcontractor is determined to be an ineligible participant.
- (e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:
- (i) The estimated cost of cost-type contract.
  - (ii) The target cost of a cost-plus-incentive-fee contract.
  - (iii) The target cost and ceiling price of a fixed-price incentive contract.
  - (iv) The price of a firm-fixed-price contract.
- (2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.
- (5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--
- (1) Are for other than commercial items; and
  - (2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

## 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

## 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the index of drawings:

(End of clause)

252.236-7012 MILITARY CONSTRUCTION ON KWAJALEIN ATOLL--EVALUATION PREFERENCE  
(MAR 1998)

(a) Definitions. As used in this provision--

(1) Marshallese firm means a local firm incorporated in the Marshall Islands, or otherwise legally organized under the laws of the Marshall Islands, that--

(i) Is more than 50 percent owned by citizens of the Marshall Islands; or

(ii) Complies with the following:

(A) The firm has done business in the Marshall Islands on a continuing basis for not less than 3 years prior to the date of issuance of this solicitation;

(B) Substantially all of the firm's directors of local operations, senior staff, and operating personnel are resident in the Marshall Islands or are U.S. citizens; and

(C) Most of the operating equipment and physical plant are in the Marshall Islands.

(2) United States firm means a firm incorporated in the United States that complies with the following:

(i) The corporate headquarters are in the United States;

(ii) The firm has filed corporate and employment tax returns in the United States for a minimum of 2 years (if required), has filed State and Federal income tax returns (if required) for 2 years, and has paid any taxes due as a result of these filings; and

(iii) The firm employs United States citizens in key management positions.

(b) Evaluation. Offers from firms that do not qualify as United States firms or Marshallese firms will be evaluated by adding 20 percent to the offer, unless application of the factor would not result in award to a United States firm.

(c) Status. The offeror is \_\_\_\_\_ a United States firm; \_\_\_\_\_ a Marshallese firm; \_\_\_\_\_ Other.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## Section 00800 - Special Contract Requirements

CLAUSE TABLE OF CONTENT

## Section 00800 - Special Contract Requirements

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## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 CALENDAR DAYS. \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 1,365 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## SCR-DB-001 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE - AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)

## SCR-DB-002 PROPOSED BETTERMENTS - AUG 1997

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.

(c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

(End of Clause)

SCR-DB-004 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

SCR-DB-005 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR FOR DESIGN – MAY 2002

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(End of Clause)

SCR-DB-006 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, 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, or workmanship.

(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.

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--

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

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 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)

#### SCR-DB-008 SEQUENCE OF DESIGN -CONSTRUCTION (FAST TRACK) – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The

Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

#### SCR-DB-009 CONSTRUCTOR'S ROLE DURING DESIGN PROCESS – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fasttracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

#### SCR-DB-010 VALUE ENGINEERING AFTER AWARD – JUNE 1999

(a) In reference to Contract Clause 52.248-3, "Value Engineering Construction," the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(End of Clause)

SCR-DB-011 PARTNERING – FEB 2000

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the **Corps of Engineers, the Directorate of Environmental and Master Planning**, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by **the Contractor**. The partnering meetings shall be held at Whiteman Air Force Base.

(End of Clause)

SCR-DB-013 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall put on the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

SCR-DB-014 RECOMMENDED INSURANCE COVERAGE (FEB 2000)

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

SCR-DB-017 COST LIMITATION – TARGET CEILING – JUNE 1999

The target ceiling for contract award for design and construction is \$11,600,000. based on the funds made available for this project. The Government cannot guarantee that additional funds will be made available for award. Offerors are under no obligation to approach this ceiling.

(End of Clause)

**SCR-DB-019      DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)**

(a.) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design.

(b.) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c.) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d.) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e.) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(End of Clause)

SECTION 00810

WAGE RATES

1. MO030001, dated 07/23/2004, 5 mods.
2. MO030002, dated 07/23/2004, 6 mods.

General Decision Number: MO030001 07/23/2004 MO1

Superseded General Decision Number: MO020001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	04/02/2004
2	04/16/2004
3	06/04/2004
4	06/11/2004
5	07/23/2004

CARP0007-008 04/01/2001

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & PILEDRIVERS....	\$ 25.50	6.88

CARP0008-003 05/01/2002

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenter.....	\$ 28.64	6.83

CARP0011-001 05/01/2002

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, KNOX, PUTNAM, SCHUYLER AND SULLIVAN COUNTIES.....	\$ 23.63	6.99
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVISS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 22.53	6.74
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 24.03	7.56
AUDRAIN (West of Hwy 19),		

BOONE, COOPER, HOWARD.....	\$ 23.63	6.99
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.....	\$ 22.18	6.74
BENTON, MORGAN AND PETTIS COUNTIES.....	\$ 22.33	6.99
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 24.56	7.18
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 23.18	6.74
CALLAWAY, COLE, MILLER, MONITEAU, OSAGE.....	\$ 23.63	6.99
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 23.64	7.18
CHARITON, LINN, MACON, MONROE, RANDOLPH AND SHELBY COUNTIES.....	\$ 23.63	6.99
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 23.88	7.56
FRANKLIN COUNTY.....	\$ 25.93	7.56
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 28.44	7.56
LINCOLN COUNTY.....	\$ 25.54	7.56
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 24.59	7.56
WARREN COUNTY.....	\$ 25.93	6.56

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ELEC0001-002 06/01/2002

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,  
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,  
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,  
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electrician.....	\$ 29.20	15.64

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ELEC0002-001 12/01/2002

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,  
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,  
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,  
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,

MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,  
 RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
 ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,  
 SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND  
 WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Groundman Equipment Operator	\$ 25.32	3.25+41.30%
Groundman, Groundman Driver	\$ 20.04	3.25+41.30%
Groundman-Winch Driver.....	\$ 20.81	3.25+41.30%
Groundmen Equipment Operator	\$ 25.32	3.25+41.30%
Lineman and Cable Splicer...	\$ 28.28	3.25+41.30%

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ELEC0053-004 08/27/2000

	Rates	Fringes
Line Construction:		
ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND WRIGHT COUNTIES.		
Groundman Powderman.....	\$ 18.69	7.37
Groundman.....	\$ 17.30	6.98
Lineman Operator.....	\$ 25.41	9.30
Lineman.....	\$ 26.75	9.69
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.		
Groundman Powderman.....	\$ 19.45	7.59
Groundman.....	\$ 18.49	7.31
Lineman Operator.....	\$ 25.97	9.46
Lineman.....	\$ 27.80	9.99

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ELEC0095-001 06/01/2001

BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE,  
 MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 20.86	5.68

Electricians.....\$ 20.51 5.68

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ELEC0124-007 09/29/2003

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,  
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE  
COUNTIES:

Rates Fringes  
Electricians:.....\$ 30.73 13.82

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ELEC0257-003 03/01/2003

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,  
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,  
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

Rates Fringes  
Electricians:  
Cable Splicers.....\$ 24.73 12.165  
Electricians.....\$ 23.73 12.165

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ELEC0350-002 12/01/2003

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,  
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,  
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

Rates Fringes  
Electrician.....\$ 25.05 10.715

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ELEC0453-001 09/01/2001

Rates Fringes  
Electricians:  
CHRISTIAN, DALLAS,  
DOUGLAS, GREENE,  
HICKORY, HOWELL, LACLEDE,  
OREGON,  
OZARK, POLK, SHANNON, WEBSTER  
AND WRIGHT COUNTIES.....\$ 20.85 5.37+10%  
PULASKI AND TEXAS COUNTIES..\$ 25.50 5.37+10%  
STONE AND TANEY COUNTIES....\$ 14.45 4.97+10%

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ELEC0545-003 06/01/2002

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,  
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,  
AND CALDWELL COUNTIES

Rates Fringes  
Electricians:.....\$ 26.35 9.54

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ELEC0702-004 01/01/2002

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,  
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE  
COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 17.07	2.45+25.5%
Groundman Equipment Operator (all crawler type equipment D-4 and larger)...	\$ 24.48	2.45+25.5%
Lineman.....	\$ 28.68	2.45+25.5%

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ENGI0101-001 05/01/2004

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,  
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 23.85	9.90
GROUP 2.....	\$ 23.45	9.90
GROUP 3.....	\$ 21.45	9.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and  
spreader; asphalt plant operator; auto grader or trimmer or  
sub-grader; backhoe; blade operator (all types); boilers -  
2; booster pump on dredge; bulldozer operator; boring  
machine (truck or crane mounted); clamshell operator;  
concrete mixer paver; concrete plant operator; concrete  
pump operator; crane operator; derrick or derrick trucks;  
ditching machine; dragline operator; dredge engineman;  
dredge operator; drill cat with compressor mounted  
(self-contained) or similar type self-propelled rotary  
drill (not air tract); drilling or boring machine  
(rotary-self-propelled); finishing machine operator;  
greaser; high loader-fork lift-skid loader (all types);  
hoisting engineer (2 active drums); locomotive operator  
(standard guage); mechanics and welders (field and plants);  
mucking machine operator; pile drive operator; pitman crane  
or boom truck (all types); push cat; quad track; scraper  
operators (all types); shovel operator; sideboom cats; side  
discharge spreader; skimmer scoop operators; slip form  
paver operator (CMI, Rex, Gomeco or equal); la tourneau  
rooter (all tiller types); tow boat operator; truck crane;  
wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck;

back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: Oiler; oiler driver; mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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 ENGI0101-005 03/01/2004

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 25.59	10.17
GROUP 2.....	\$ 24.55	10.17
GROUP 3.....	\$ 20.08	10.17
GROUP 4.....	\$ 23.43	10.17

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained)

or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau roter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE  
 (\$.25) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft.  
 of boom or over (including jib); Draglines, 3 yd. capacity  
 or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

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ENGI0101-022 05/01/2004

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,  
GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON,  
OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND  
WRIGHT COUNTIES and CITY OF SPRINGFIELD

Rates

Fringes

Power equipment operators:

GROUP 1.....	\$ 20.82	8.70
GROUP 2.....	\$ 20.47	8.70
GROUP 3.....	\$ 20.27	8.70
GROUP 4.....	\$ 18.22	8.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard gauge; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; roter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP

1 rate:  
 Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);  
 Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:  
 Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:  
 Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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 ENGI0513-004 05/01/2004

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.02	13.77
GROUP 2.....	\$ 24.12	13.77
GROUP 3.....	\$ 21.12	13.77
GROUP 4.....	\$ 20.66	13.77

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic

- Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;  
Certified Crane Operator - \$1.50;  
Certified Hazardous Material Operator \$1.50;  
Crane, climbing (such as Linden) - \$.50;  
Crane, Pile Driving and Extracting - \$ .50  
Crane with boom (including job) over  
100 ft from pin to pin - add \$.01 per foot  
to maximum of \$4.00);  
Crane, using rock socket tool - \$ .50;  
Derrick, diesel, gas or electric hoisting material  
and erecting steel (150 ft or more above ground) - \$ .50;

Dragline, 7 cu yds and over - \$ .50;  
 Hoist, Three or more drums in use - \$ .50;  
 Scoop, Tandem - \$.50;  
 Shovel, Power - 7 cu yds and over - \$ .50;  
 Tractor, Tandem Crawler - \$ .50;  
 Tunnel, man assigned to work in tunnel or  
 tunnel shaft - \$ .50;  
 Wrecking, when machines are working on  
 second floor or higher - \$ .50

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 ENGI0513-006 05/01/2004

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE  
 GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,  
 GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,  
 MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,  
 MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,  
 PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.  
 FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,  
 SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 22.45	13.77
GROUP 2.....	\$ 22.10	13.77
GROUP 3.....	\$ 21.90	13.77
GROUP 4.....	\$ 18.25	13.77

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening  
 spreader, asphalt plant console operator; autograder;  
 automatic slipform paver; back hoe; blade operator - all  
 types; boat operator tow; boiler two; central mix concrete  
 plant operator; clam shell operator; concrete mixer paver;  
 crane operator; derrick or derrick trucks; ditching  
 machine; dozer operator; dragline operator; dredge booster  
 pump; dredge engineman; dredge operator; drill cat with  
 compressor mounted on cat; drilling or boring machine  
 rotary self-propelled; highloader; hoisting engine 2 active  
 drums; launchhammer wheel; locomotive operator standrad  
 guage; mechanics and welders; mucking machine; piledriver  
 operator; pitman crane operator; push cat operator;  
 quad-trac; scoop operator; sideboom cats; skimmer scoop  
 operator; trenching machine operator; truck crane, shovel  
 operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller  
 operator asphalt plant fireman (drum or boiler); asphalt  
 plant man; asphalt plant mixer operator; backfiller  
 operator; barber-greene loader; boat operator (bridge &  
 dams); chip spreader; concrete mixer operator skip loader;  
 concrete plant operator; concrete pump operator; dredge  
 oiler; elevating graded operator; fork lift; grease fleet;  
 hoisting engine one; locomotive operator narrow guage;  
 multiple compactor; pavement breaker; powerbroom

self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

- Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
- Certified Crane Operator - \$1.50;
- Certified Hazardous Material Operator \$1.50;
- Crane, climbing (such as Linden) - \$0.50;
- Crane, pile driving and extracting - \$0.50;
- Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;
- Crane, using rock socket tool - \$0.50;
- Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;
- Dragline, 7 cu. yds, and over - \$0.50;
- Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;
- Shovel, power - 7 cu. yds. or more - \$0.50;
- Tractor, tandem crawler - \$0.50;
- Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;
- Wrecking, when machine is working on second floor or higher - \$0.50;

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 ENGI0513-007 05/01/2004

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.02	13.77
GROUP 2.....	\$ 26.02	13.77
GROUP 3.....	\$ 24.12	13.77
GROUP 4.....	\$ 21.12	13.77

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size;

lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

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 \* IRON0010-012 04/01/2003

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON,		
BATES, BENTON, CALDWELL,		
CAMDEN, CARROLL, CEDER		
CHARITON, CHRISTIAN,		
CLINTON, COOPER, DADE,		
DALLAS, DAVIESS, DE KALB,		
GENTRY, GREENE, GRUNDY,		
HARRISON, HENRY, HICKORY,		
HOLT, HOWARD, LACLEDE,		
LINN, LIVINGSTON, MERCER,		
MONITEAU, MORGAN, NODAWAY,		
PETTIS, POLK, PUTNAM,		
RANDOLPH, ST. CLAIR,		

SALINE, SULLIVAN, TANEY,  
 VERNON, WEBSTER, WRIGHT  
 and WORTH Counties; and  
 portions of ADAIR, BOONE,  
 MACON, MILLER, and  
 RANDOLPH Counties.....\$ 21.10                   13.73  
 BUCHANAN, CASS, CLAY,  
 JACKSON, JOHNSON,  
 LAFAYETTE, PLATTE AND RAY  
 Counties.....\$ 24.10                   13.73

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 \* IRON0321-002 12/31/2002

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 18.00	8.06

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 \* IRON0396-004 07/31/2002

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,  
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 26.54	11.73

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 \* IRON0396-009 08/01/2003

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,  
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS, and WRIGHT  
 Counties; and portions of CAMDEN, DOUGLAS, HOWELL, MILLER,  
 OREGON, BOONE, SHANNON, LACLEDE, MONROE, and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 21.87	13.00

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 \* IRON0577-005 06/01/2002

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,  
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 20.85	9.16

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 \* IRON0584-004 06/01/2004

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 19.50	8.47

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\* IRON0782-003 09/01/2003

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD  
Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,  
MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
All Major River Work (Dams, Bridges): Projects		
\$20 million or more.....	\$ 20.65	9.88
All Other Work.....	\$ 21.95	9.73

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\* LABO0042-003 03/03/2003

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Plumber Laborers.....	\$ 23.97	7.43

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\* LABO0042-005 03/03/2003

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Dynamiter, Powderman.....	\$ 24.28	7.43
Laborers, Flagperson.....	\$ 23.78	7.43
Wrecking.....	\$ 23.66	7.43

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\* LABO0424-002 05/01/2003

	Rates	Fringes
Laborers:		
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER,		

SCOTLAND, SCOTT, SHANNON,  
 SHELBY, STODDARD,  
 SULLIVAN, TEXAS,  
 WASHINGTON, AND WAYNE  
 COUNTIES

GROUP 1.....	\$ 20.32	7.03
GROUP 2.....	\$ 20.92	7.03

FRANKLIN COUNTY

GROUP 1.....	\$ 21.77	7.03
GROUP 2.....	\$ 22.37	7.03

JEFFERSON COUNTY

GROUP 1.....	\$ 21.82	7.03
GROUP 2.....	\$ 22.42	7.03

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

GROUP 1.....	\$ 20.57	7.03
GROUP 2.....	\$ 21.17	7.03

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on

concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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 \* LAB00579-005 05/01/2004

	Rates	Fringes
Laborers: (ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES.)		
GROUP 1.....	\$ 17.69	7.74
GROUP 2.....	\$ 18.24	7.74
Laborers: (BUCHANAN AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 19.19	7.99
GROUP 2.....	\$ 19.54	7.99

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers

on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

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 \* LABO0660-006 03/05/2003

ST. CHARLES COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.69	7.10
GROUP 2.....	\$ 23.19	7.10

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mech setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizer; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer

dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

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 \* LABO0663-002 04/01/2004

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.12	8.09
GROUP 2.....	\$ 23.29	8.09

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than

25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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 \* PAIN0002-002 09/01/2003

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 24.93	8.65
Spray.....	\$ 26.93	8.65

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 \* PAIN0002-006 02/01/2003

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses.....	\$ 20.44	5.33
Brush, Roller, Paperhanger, Tapers.....	\$ 18.44	5.33
Sandblasting; Epoxy or Any Two Part Coating; Stage or Other Aerial Work Platforms Over 50 ft. high; Lead Abatement.....	\$ 19.44	5.33
Spray; Water Base Epoxy; Stage Under 50 ft.; Structural Steel (except for stairs and railings)....	\$ 18.94	5.33
Tapers using Ames or		

comparable tools (bazooks,  
etc.).....\$ 18.69 5.33

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\* PAIN0003-004 04/01/2000

BATES, BENTON, CALDWELL, CARROLL, CASS, CLAY, CLINTON, COOPER,  
DAVISS, GRUNDY, HARRISON, HENRY, JACKSON, JOHNSON, LAFAYETTE,  
LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS, PLATTE, RAY AND  
SALINE COUNTIES

	Rates	Fringes
Painters:		
Bazooka; Paperhanger.....	\$ 22.60	6.01
Brush & Roller; Taper.....	\$ 22.10	6.01
Lead Abatement; Sprayman....	\$ 23.10	6.01
Sandblast (Bridge, Stage, Erected Steel and Storage Bin and Tanks).....	\$ 23.60	6.01
Sprayman (Storage Bin & Tanks, Elevated Tanks); Stageman (Spray); Bridgeman (Spray); Steelman (Spray).....	\$ 23.85	6.01
Steeplejack - Spray or Sandblast (other than Elevated Tanks).....	\$ 27.79	6.01
Steeplejack (other than Elevated Tanks).....	\$ 26.79	6.01
Storage Bin & Tanks (Roller or Brush); Elevated Tanks (Roller or Brush); Stageman; Beltman; Bridgeman; Steelman; Sand Blast (Base); Elevator Shaft	\$ 22.85	6.01

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\* PAIN0098-002 05/01/2000

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &  
WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 20.50	4.40
Sandblasters.....	\$ 21.50	4.40
Steeple Jack.....	\$ 23.50	4.40

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\* PAIN0203-001 04/01/2004

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,  
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT  
COUNTIES

	Rates	Fringes
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Painters:		
Painters.....	\$ 16.88	7.14
Sandblasters and Highman (over 40').....	\$ 18.63	7.14
Tapers.....	\$ 17.65	6.35

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 \* PAIN1265-003 07/01/2004

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,  
 PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 19.54	8.37
Lead Abatement.....	\$ 21.79	8.37
Spray.....	\$ 21.04	8.37
Structural Steel, Sandblasting and All Tank Work.....	\$ 20.79	8.37

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 \* PAIN1292-002 07/01/2001

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
 MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,  
 RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 22.89	5.97
Commercial.....	\$ 15.44	5.97
Industrial.....	\$ 17.94	5.97
Spray & Abrasive Blasting...	\$ 17.44	5.97
Taper (Tools).....	\$ 15.69	5.97
Waterblasting.....	\$ 17.44	5.97

Height Rates (All Areas):  
 Over 60 ft. \$0.50 per hour.  
 Under 60 ft. \$0.25 per hour.

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 \* PAIN1292-003 07/01/2001

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON  
 COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 22.89	5.97
Commercial.....	\$ 17.54	5.97
Industrial.....	\$ 18.54	5.97
Lead Abatement.....	\$ 18.29	5.97
Spray & Abrasive Blasting...	\$ 19.54	5.97
Tapers (Tools).....	\$ 17.79	5.97
Waterblasting.....	\$ 19.54	5.97

Height Rates (All Areas):  
 Over 60 ft. \$0.50 per hour  
 Under 60 ft. \$0.25 per hour.

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 \* PLAS0518-006 04/01/2002

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
 HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,  
 POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 17.31	3.84

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 \* PLAS0518-007 03/22/2004

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY  
 COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 21.25	11.45

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 \* PLAS0518-011 05/01/2001

ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS  
 (Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB, GENTRY,  
 GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON, MACON,  
 MERCER, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 23.13	7.15

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 \* PLAS0527-001 05/01/2003

	Rates	Fringes
Cement Masons:		
FRANKLIN, LINCOLN, AND WARREN COUNTIES.....	\$ 25.01	9.36
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 26.18	9.36

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 \* PLAS0527-004 05/01/2003

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,  
 RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,  
 WASHINGTON COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 23.70	9.28

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 \* PLAS0908-001 05/01/2002

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,  
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 17.40	8.95

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\* PLAS0908-005 03/01/2002

BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY,  
JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS,  
SALINE & ST. CLAIR COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 17.81	7.65

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\* PLUM0008-003 06/01/2003

	Rates	Fringes
Plumber BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE and VERNON COUNTIES..	\$ 26.00	11.61
CASS, CLAY, JACKSON, JOHNSON and PLATTE COUNTIES.	\$ 28.83	13.22

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\* PLUM0035-002 01/01/2000

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,  
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City  
and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumber.....	\$ 26.105	9.74

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\* PLUM0045-003 09/01/2003

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,  
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.20	11.70

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\* PLUM0178-003 11/01/2001

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND  
WRIGHT COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters.....\$ 22.10 7.37

\* PLUM0317-002 07/01/1995

BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern half)

Rates Fringes
Plumbers and Pipefitters.....\$ 19.18 3.17

\* PLUM0533-004 06/01/2004

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

Rates Fringes
Pipefitter.....\$ 31.73 13.73

\* PLUM0562-004 07/01/2002

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

Rates Fringes
Pipefitter.....\$ 28.75 12.08

\* PLUM0658-002 07/01/1998

BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES

Rates Fringes
Plumbers and Pipefitters.....\$ 16.73 5.33

\* TEAM0013-001 05/01/2002

Rates Fringes
Truck drivers:
ADAIR, BUTLER, CLARK,
DUNKIN, HOWELL, KNOX,
LEWIS, OREGON, PUTNAM,
RIPLEY, SCHUYLER, AND
SCOTLAND COUNTIES
GROUP 1.....\$ 21.79 5.50

GROUP 2.....	\$ 21.95	5.50
GROUP 3.....	\$ 21.94	5.50
GROUP 4.....	\$ 22.06	5.50
AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		
GROUP 1.....	\$ 22.52	5.50
GROUP 2.....	\$ 22.68	5.50
GROUP 3.....	\$ 22.67	5.50
GROUP 4.....	\$ 22.79	5.50

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;  
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,  
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump  
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem  
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel  
Trucks; Distributor Drivers and Operators; Tank Wagon,  
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,  
Speedace, Euclids and other similar equipment; A-Frame and  
Derrick Trucks; Float or Low Boy

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\* TEAM0056-001 05/01/2002

Rates                      Fringes

Truck drivers:

ANDREW, BARTON, BATES,  
BENTON, CALDWELL, CAMDEN,  
CARROLL, CEDAR, CHARITON,  
CHRISTIAN, CLINTON,  
COOPER, DADE, DALLAS,  
DAVISS, DEKALB, DOUGLAS,  
GREENE, HENRY, HICKORY,  
HOWARD, JASPER, LACLEDE,  
LAWRENCE, LINN,  
LIVINGSTON, MONITEAU,

MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES		
GROUP 1.....	\$ 22.22	5.50
GROUP 2.....	\$ 22.38	5.50
GROUP 3.....	\$ 22.37	5.50
GROUP 4.....	\$ 22.49	5.50
GROUP 5.....	\$ 22.12	5.50
ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODADWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES		
GROUP 1.....	\$ 21.49	5.50
GROUP 2.....	\$ 21.65	5.50
GROUP 3.....	\$ 21.64	5.50
GROUP 4.....	\$ 21.76	5.50
GROUP 5.....	\$ 21.39	5.50
BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES		
GROUP 1.....	\$ 23.43	5.50
GROUP 2.....	\$ 23.54	5.50
GROUP 3.....	\$ 23.58	5.50
GROUP 4.....	\$ 23.65	5.50
GROUP 5.....	\$ 23.33	5.50

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

GROUP 5: Warehousemen.

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\* TEAM0245-001 03/25/1998

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,  
GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,  
MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,  
TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates Fringes

Truck drivers:  
 Traffic Control Service  
 Driver.....\$ 12.90                   3.56+a

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,  
 Labor Day, Thanksgiving Day, Christmas Day, employee's  
 birthday and 2 personal days.

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 \* TEAM0541-001 03/22/2004

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.40	8.00
GROUP 2.....	\$ 23.85	8.00
GROUP 3.....	\$ 23.34	8.00

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom  
 ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks,  
 Excavating, 5 cu yds and over; Dumpsters; Half-Tracks:  
 Speedace: Euclids & similar excavating equipment Material  
 trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork  
 trucks; Distributor Drivers and Operators; Agitator and  
 Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team;  
 Station Wagons; Pickup Trucks; Material Trucks, Single  
 Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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 \* TEAM0541-002 03/25/2000

BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE,  
 AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 14.15	2.44+a

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July  
 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's  
 birthday and 2 personal days.

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 \* TEAM0682-002 05/01/2003

ST LOUIS CITY AND COUNTY

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 22.635	3.91+a+b
GROUP 2.....	\$ 22.835	3.91+a+b
GROUP 3.....	\$ 22.935	3.91+a+b
GROUP 4.....	\$ 22.125	3.91+a+b

a. PENSION: \$25.60 per day, \$128.00 maximum per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

GROUP 4 - Warehousemen.

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.435	3.46+a+b+c
GROUP 2.....	\$ 22.635	3.46+a+b+c
GROUP 3.....	\$ 22.735	3.46+a+b+c
GROUP 4.....	\$ 21.925	3.46+a+b+c

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year's Day and Thanksgiving Day.

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above. b.Pension: \$22.80 per day either worked or compensated to a maximum of \$114.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99 cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline TankTrailers,

Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump  
and Articulated Dump Trucks

GROUP 4: Warehousemen.

-----  
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  
(29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates  
listed under the 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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: MO030002 07/23/2004 MO2

Superseded General Decision Number: MO020002

State: Missouri

Construction Types: Building

Counties: Cass, Clay, Jackson, Johnson, Lafayette, Platte and Ray Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	03/19/2004
2	04/16/2004
3	04/23/2004
4	05/14/2004
5	06/04/2004
6	07/23/2004

\* ASBE0027-002 10/06/2003

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 27.09	15.23

-----  
BOIL0083-005 01/01/2004

	Rates	Fringes
Boilermaker.....	\$ 27.40	15.36

-----  
BRMO0003-001 03/01/2003

	Rates	Fringes
Marble Mason (Terrazzo Workers and Tile Layers).....	\$ 23.65	7.15

-----  
BRMO0003-002 06/01/2000

	Rates	Fringes

Tile Finisher.....\$ 18.10 2.20  
 -----  
 BRMO0015-002 04/01/2004

	Rates	Fringes
Bricklayer.....	\$ 27.55	9.95

-----

CARP0007-001 04/01/2001

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 25.50	6.88
Millwright (and Piledrivers)...	\$ 25.50	6.88

-----

CARP0007-005 04/01/2001

JOHNSON AND LAFAYETTE COUNTIES:

	Rates	Fringes
Carpenter/Lather.....	\$ 23.33	6.88
Millwright/Piledriverman.....	\$ 25.50	6.88

-----

ELEC0124-002 09/29/2003

	Rates	Fringes
Electrician (Including Low Voltage Installation Work).....	\$ 30.73	13.82

-----

ELEV0012-001 07/03/2002

	Rates	Fringes
Elevator Mechanic.....	\$ 28.285	7.455+a

a. VACATION: Employer contributes 8% of basic hourly rate to vacation pay credit for employee who has worked in business more than 5 years and 6% for 6 months to 5 years as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

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ENGI0101-014 04/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 27.31	9.05
GROUP 2.....	\$ 26.50	9.05
GROUP 3		

(a).....	\$ 21.35	9.05
(b).....	\$ 22.15	9.05
(c).....	\$ 25.16	9.05
(d).....	\$ 22.55	9.05
GROUP 4.....	\$ 29.16	9.05
GROUP 5.....	\$ 28.66	9.05
GROUP 6.....	\$ 29.91	9.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes 150 ft. or less of Boom; Overhead Cranes; Hydraulic Cranes; Cherry Picker; Pile Drivers; Derrick and Derrick Cars (Power Operated); Clamshells; Concrete Mixer Paver; Grade-all-similar type; Hoist Operator; (Drum and Cable type)

GROUP 2: Asphalt Paver and Spreader; Asphalt Plant Mixer Operators; Asphalt Plant Operator; Back Hoe (all types); Barber- Green loader (similar type); Blade-power (all types); Boats- Power; Bobcat or Skid-Loader; Boring Machine; Brooms-Power operated (all types); Chip Spreader (Front man); Concrete Pump (with tower, \$0.50 per hour additional); Concrete Saws, Self- Propelled; Curb Finishing Machine, Ditching Machine; Dozers; Finishing Machine; Greaser; Hoist Operator (Personnel or Material Hoist); Hydra Hammer (all types); Loaders (all types); Locomotives (all types); Mechanic and Welder; Mucking Machine; Pumps-Material (all types); Rollers (all types); Self-propelled Rotary Drill; Shovel, Power; Side Boom; Testhole Machine;

GROUP 3: (a) Oilers (b) Oiler driver; (c) forklifts (d) Elevator Operator (Automatic or Push Button) A-frame trucks; mixers (with side loaders); pumps (with well points), dewatering systems, test or pressure pumps; tractors (except when hauling material) less than 50 h.p.

GROUP 4: Master Mechanic

GROUP 5: Crane (Tower or Climbing); Other cranes with over 150 ft. of boom (including jib).

GROUP 6: Cranes over 225' including jib.

HOURLY PREMIUMS:

Clamshells, 100 ft. of boom or over (excluding jib) (\$0.25)  
 Draglines, 100 ft. of boom or over (\$0.25)  
 Hoists, each additional drum over 1 drum (\$0.25)  
 Pile Drivers, 100 ft. of boom or over (excluding jib) (\$0.25)

-----  
 IRON0010-017 04/01/2003

	Rates	Fringes
Ironworker.....	\$ 24.10	13.73

-----  
 LABO0264-001 04/01/2004

	Rates	Fringes
Laborers:		
CASS, CLAY, JACKSON and PLATTE COUNTIES		
GROUP 1.....	\$ 21.30	8.70
GROUP 2.....	\$ 21.70	8.70
GROUP 3.....	\$ 22.10	8.70
CASS, CLAY, JACKSON, and PLATTE COUNTIES		
GROUP 1.....	\$ 20.70	8.00
GROUP 2.....	\$ 21.10	8.00
GROUP 3.....	\$ 21.50	8.00
LAFAYETTE and RAY COUNTIES		
GROUP 1.....	\$ 20.30	8.70
GROUP 2.....	\$ 20.70	8.70
GROUP 3.....	\$ 21.10	8.70

LABORERS CLASSIFICATIONS

GROUP 1 : General Laborer; Wire Mesh Handlers or Setters; Carpenter Tender; Track Persons; Signal Person; Salamander Tenders; Landscape Persons; Sod Layers; Wreckers (For Alterations or Entire Projects); Plumber Laborers (Conduit Pipe, Sewer Work, Drain Tile and Duct Lines, Digging and Back Filling); Power Tool Operators; Pier Hole Diggers (Over 10 feet); Jackhammer and Chipping Hammer Operators; Chain Saw Operators; Concrete Saw Operators; Brush Feeders or Pulverizers; Reinforcing Steel Handlers; Air Tamp Operators; Ditch Witch Operators; Swinging Scaffolds; Georgia Buggies Self Propelled; Fork Lift; Hose Person; Insulation Person.

GROUP 2: Vibrator Operator; Fork Lift (Masonry); Brick Tender; Plasterer Tender; Stone Mason Tender (includes all Hod Carrier classification previously shown as Mortar person and Scaffolding)

GROUP 3: Cutting Torch or Burner Person Barco; Jackson or Similar Tamp Operators; Asphalt Rakers; Power Person; Mastic Hot Kettle Person; Sandblasting and Guniting Nozzle Person; Wagon and Churn Drill Operators; Removal of Hazardous Waste and/or Asbestos (Except from Mechanical Systems that are not going to be scrapped)

-----  
LABO0663-001 04/01/2003

JOHNSON COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 16.18	6.75
GROUP 2.....	\$ 16.68	6.75
GROUP 3.....	\$ 17.18	6.75

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; carpenter tenders; track men; wreckers; reinforcing rod carriers; signal men and all other general laborers; plumber laborers, sewer work, water lines, conduit pipe, drain tile and duct lines; batter board man on pipe and ditch work and vibrator man.

GROUP 2: Air tool operators, pier hole men working below ground; jack hammer; chipping hammer operators; material batch hopper man; scale man; spreader or screed man on asphalt machine; chain or concrete saw; brush feeders on pulverizers; swinging scaffold; cement handlers (bulk or sack).

GROUP 3: Plaster tenders; hod carriers; brick tenders; stone mason tenders; cutting torch and burner men; asphalt rakers; Barco tamper; Jackson or any similar tamps; power buggy operator; powder man; mastic kettleman; sandblasting and gunnite nozzle men; head pipe layer on sewer work; men working in tunnels; head form setters and string line men; hot tar applicator; asbestos abatement worker.

-----  
 PAIN0003-001 04/01/2000

	Rates	Fringes
Painters:		
Bazooka, Paperhangers.....	\$ 22.60	6.01
Brush and Roller, Taper.....	\$ 22.10	6.01
Lead Abatement, Sprayman....	\$ 23.10	6.01
Sandblast (bridge, stage, erected steel, storage bin & tank).....	\$ 23.60	6.01
Sprayman (storage bin & tank, elevated tanks); Stageman (spray); Bridgeman (spray); Steelman (spray).....	\$ 23.85	6.01
Steeplejack - spray or sandblast (other than elevated tanks).....	\$ 27.79	6.01
Steeplejack (other than elevated tanks).....	\$ 26.79	6.01
Storage Bin & Tanks (roller or brush); elevated tanks (roller or rush); stageman; beltman; bridgeman; steelman; sand blast (base); elevator shaft	\$ 22.85	6.01

-----  
 PAIN0558-002 10/01/2002

	Rates	Fringes
Glazier (All of Cass, Clay, Jackson and Platte Counties		

and ONLY East of Highway 13  
in Johnson, Lafayette and Ray  
Counties).....\$ 22.85 13.10

-----  
PAIN0558-009 10/01/2000

	Rates	Fringes
Glazier ((West of Highway 13 in Johnson, Lafayette and Ray Counties)).....\$ 21.68		6.69

-----  
PAIN1179-003 01/01/2003

	Rates	Fringes
Soft Floor Layer.....\$ 23.90		7.75

-----  
PLAS0518-002 04/01/2002

CASS, CLAY, JACKSON, LAFAYETTE, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Mason.....\$ 23.93		7.95

-----  
PLAS0518-008 04/01/2002

CASS, CLAY, JACKSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Plasterer.....\$ 25.05		5.85

-----  
PLAS0908-008 03/01/2002

JOHNSON COUNTY:

	Rates	Fringes
Cement Mason.....\$ 17.81		7.65
Plasterer.....\$ 17.08		7.19

-----  
PLUM0008-001 06/01/2003

	Rates	Fringes
Plumber		
CASS, CLAY, JACKSON, JOHNSON and PLATTE COUNTIES.\$ 28.83		13.22
LAFAYETTE and RAY COUNTIES..\$ 26.00		11.61

-----  
PLUM0533-001 06/01/2004

	Rates	Fringes
Pipefitter.....\$ 31.73		13.73

-----  
ROOF0020-005 06/01/2003

	Rates	Fringes
Roofer.....	\$ 26.45	7.99

-----  
SFMO0314-002 07/10/2003

	Rates	Fringes
Sprinkler Fitter.....	\$ 30.60	10.10

-----  
SHEE0002-005 07/01/2003

	Rates	Fringes
Sheet Metal Worker.....	\$ 33.02	9.91

-----  
SUMO1999-002 04/14/1999

	Rates	Fringes
Sprinkler Fitter		
Cass, Lafayette and Ray		
Counties.....	\$ 16.31	1.78
Clay County.....	\$ 17.45	3.12
Jackson County.....	\$ 17.34	3.33
Platte County.....	\$ 15.70	2.20

-----  
TEAM0541-007 03/22/2004

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.84	8.00
GROUP 2.....	\$ 25.04	8.00
GROUP 3.....	\$ 25.24	8.00
GROUP 4.....	\$ 18.59	4.75+a

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump Truck Drivers; Flat Bed trucks; Pickup Trucks; Transit Mix (Redi-Mix) (5 yds. and above); Semi-Truck Driver, Steel Truck Driver, Distributor Truck Driver & Operator.

GROUP 2: Double Bottom Units (20 ton capacity and over); ForkTrucks; Heavy Excavating (Dumpsters, Euclids, etc.); Heavy Hauling, A-Frame and Winch Trucks; Hydraulically Operated Aerial Lift; Hydro Lift Trucks; Straddle Trucks; Wheel Tractors (when used for towing); Articulated Dump Truck.

GROUP 3: Mechanics.

a. VACATION: An employee who has worked 1300 hours or more

for an employer during the last full year shall receive one week vacation with pay for that year.

-----  
TEAM0541-015 03/25/2000

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 14.15	2.44+a

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

-----  
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 (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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  
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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:

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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.

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=====

END OF GENERAL DECISION

SECTION 01012

SITE WORK/CIVIL/UTILITIES REQUIREMENTS  
06/30/04

PART 1 SITE WORK

1.1 REFERENCES

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)

NOAA ATLAS 2 (1973) Precipitation-Frequency Atlas of the  
Western United States

1.2 Engineering Criteria

All civil work shall conform to the latest editions of the following:

- a. Standard Design Criteria of the American Public Works Association Kansas City Metropolitan Chapter (APWA)
- b. Missouri Department of Transportation (MoDOT) Standard Specifications and Details for work to be performed within the limits of the MoDOT right-of-way.
- c. The Johnson County, Missouri Public Works standard drawings for the civil work to be performed within the limits of the Johnson County, Missouri right-of-way.
- d. The Uniform Federal Accessibility Standards (UFAS).
- e. The Americans with Disabilities Act (ADA).
- f. Whiteman Air Force Base, Design Compatibility Standards.

The most stringent requirements shall govern. All references to "City Engineer", "County Engineer", "District Engineer", etc. shall be inferred to mean "Base Engineer" or Government Official as applicable.

1.3 SURVEY

1.3.1 Field Survey.

The engineering survey to be used in the development of the design submittal is available to the Contractor on CD-ROM furnished with this solicitation. The information is in a AutoDesk AutoCAD 2000 format file. The survey data

information was gathered by a topographical survey performed in January of 2004. Contours were gathered at 1 foot intervals. The survey drawings shall be used by the Contractor to prepare for development of design drawings. Any additional survey information required by the Contractor for preparation of his proposal or for development of design drawings shall be obtained by the Contractor at his own expense.

#### 1.3.2 Setting of Surveying Monuments

The Contractor shall set two permanent surveying monuments on the Education Center Site, in accordance with this paragraph. The monuments will be established to second order horizontal and vertical control. The actual monument locations shall be intervisible, and shall be approved by the Contracting Officer's Representative (COR) prior to establishment. The monuments will be constructed as a Type G monument as manufactured by Berntsen International Corporation or approved equal. Field notes, as well as final monument horizontal and vertical coordinates shall be provided to the COR.

#### 1.4 STAGING AND CONTRACTORS ACCESS

##### 1.4.1 Staging Area

The location of the Contractor staging area shall be as directed by the COR. Staging area shall be returned to its original condition upon completion of construction.

##### 1.4.2 Contractors Access Route

The Contractor's Access Route will be as directed by the COR.

#### 1.5 DEMOLITION

The Contractor shall remove all pavements, utilities and other appurtenances necessary to construct the new facility. Unless otherwise specified, disposal of all removed materials shall be outside the limits of Government controlled lands in accordance with federal, state, and local regulations. The Contractor shall notify the COR if any material to be disposed of is found to contain hazardous, toxic, biological or radiological substances. Rubbish and debris shall be removed from Government property daily to avoid accumulation at the project site. Demolition shall conform to United Federal Guide Specification (UFGS) Section 02220 DEMOLITION.

#### 1.6 NEW CONSTRUCTION

The location and construction of the Education Center, Library, access drive, parking, playgrounds, utilities and landscaping shall be as indicated on the attached drawings and in the specifications.

New utility service lines shall consist of sanitary sewers, waterlines, gas lines, electrical power and communications lines.

##### 1.6.1 Building

Location and construction of the Education Center and Library, including associated structures, roads, parking, utilities and landscaping shall be as indicated on the attached drawings and as specified herein. The new building shall be fully handicap accessible. Minor changes to the overall layout may be accepted by the Government if it is beneficial to the overall design of the project.

##### 1.6.2 Main Entrance/Courtyard.

The entrance walk and parking lot layout shall be as shown on the drawings, though minor alterations may be made as the site design is further developed. The walk shall be 4 inch thick concrete with approximately square joint patterns equal to width of walk formed by contraction and/or expansion joints. Concrete

surfacing shall have a medium-broom finish with smooth troweled joints approximately 3-1/2 inches in width. Bollards shall be installed as indicated on the drawings to provide a "force protection zone".

#### 1.6.3 Walks

Exterior concrete walks shall be placed at the locations indicated on the Site Layout Plan. Walks shall have a medium broom finish. Adjustments to the walk layout may be made to facilitate the final Site Plan. Walks along the parking lots shall be a minimum of 8 feet wide. Walks leading to the main entrance shall be a minimum of 10 feet wide. Walks leading to all other entrances shall be a minimum of 6 feet wide. Walks 8 feet wide shall have a 8 foot square joint pattern, and walks 10 feet wide shall have a 5 foot square joint pattern.

#### 1.6.4 Parking Areas

Parking areas are indicated on the Site Plan and shall be located a minimum of ( 82 feet) from the building main entrance. Provide, as a minimum, the number of parking spaces as indicated on the Site Plan. One handicap van-accessible universal stall in accordance with January 1998 Accessibility Guidelines for Buildings and Facilities, Appendix (with striping, signage, and ramps) shall be provided for the parking lot. Six handicap accessible parking stalls shall be provided at the parking lot. Adjustments to the parking lots as shown may be made but must be approved by the Government. The number of parking stalls shall be as shown on the drawings. Regular parking stalls shall be a minimum of 9 feet wide and 18 feet long. Driving lanes shall be a minimum of 24 foot wide. Parking stalls shall be delineated with 4 inch white stripes. Provide integral curb, double purpose walk, or concrete curb and gutter as shown on the Site Plan. Pavement edges not receiving integral curb, double purpose walk, or concrete curb and gutter shall have a 4 foot graded shoulder.

#### 1.6.5 Entrance Drive

A 24 foot wide parking lot entrance drive will tie into Ellsworth Lane as shown on the drawings. All roads and drives shall be a minimum of 82 feet from the building.

#### 1.6.6 Service Drive.

A Service Drive shall be provided as shown on the attached Layout & Materials Plan. A concrete pathway to provide a path for trash collecting vehicles, maintenance and vehicles to service chillers and other utility equipment located in the mechanical courtyard area. The Service Drive shall be concrete pavement where indicated. A security bollard system shall be located as shown. Approval of the location of the service drive and bollard systems will be by the government.

#### 1.6.7 Outdoor Activity Space

The Outdoor Activity Space shall consist of the following:

- a. TEXT DELETED
- b. An outdoor area with turf surface.

#### 1.6.8 Screen Walls/Dumpster Enclosure

Construct screen walls to block the view of exterior mechanical equipment from vehicular and pedestrian traffic. Top of screen wall shall be no less than the top of any portion of the mechanical equipment. Also, construct a concrete dumpster pad with a three-sided screen wall enclosure. Screen walls shall be constructed of wood slats with brick columns on 10 foot centers. Column materials shall match the building exterior. Location of the enclosure shall be as shown on the attached drawing. Exterior electrical transformers and switch

pads shall be screened by landscape plantings and berming.

#### 1.6.9 Landscaping

Landscaping developed for the outdoor space adjacent to the proposed building will be part of the basic contract.

Landscape plan shall be designed to visually-enhance the new facility. Deciduous trees shall create shaded areas and plant material selected should provide visual interest throughout the seasons. Trees and shrubs closer than 9 m to the building shall be chosen and arranged to minimize potential hiding places for terrorists; i.e., low-growing evergreen shrubs with ornamental trees and small, open shrubs. Larger and denser trees and shrubs shall be planted at least 9 m from the building. Landscaping shall consist of low maintenance balled and burlapped trees and container-grown shrubs. Plant materials shall be climatized to the local area for a period of one growing season prior to planting. Plantings shall be chosen from the Whiteman Air Force Base. Mulch trees to a minimum diameter of 1500 mm or 600 mm beyond the tips of tree branches and shrub planting beds with a 3 inch thick surface of shredded hardwood mulch. Mulching for individually planted trees in lawn areas shall use shredded wood chips 3 inches thick. Plant beds not bordered by pavement shall be edged with commercial-quality 3/16 inch x 4 inch depth zinc-coated steel edging. All trees shall be staked immediately after installation per specifications. Landscape plantings shall be specified in UFGS Sections 02930 EXTERIOR PLANTING.

#### 1.6.10 Turf

A. Soil Preparation. Prior to seeding, all surface soils shall be loosened to a minimum depth of 300 mm and broken up to a fine, workable texture suitable for seeding. Fine grading with rake tool shall occur immediately prior to seeding or sodding. Ruts or imperfections in grading will not be acceptable. Grading for turf areas shall be approved by the COR prior to seeding/sodding.

B. Seeding. Turfed areas shall be seeded or sodded with a turf type tall fescue seed mixture and be irrigated with temporary irrigation systems. All other areas, including those disturbed by contractor's staging activities, not otherwise surfaced, shall be seeded with turf type fescue seed mixture. All newly turfed areas shall be fertilized at a rate as recommended by soil analysis. All seeded areas shall be seeded per the Whiteman Air Force Base Landscape Development Plan. Overseeding shall be repeated until a firm stand of turf is accomplished in all areas specified on plans. Seeding shall be specified in UFGS Sections 02921 SEEDING.

#### 1.7 Exterior Gas Distribution

This Section contains instructions and engineering requirements relating to the design of the new re-routed exterior natural gas distribution system where required, including the building gas service lines and gas service regulator and meter assemblies. The line to the building shall be sized by the Contractor. The gas distribution systems shall be designed in accordance with NFPA-54, and shall meet the requirements of Section 02556A GAS DISTRIBUTION. Installation of gas piping shall be in accordance with ANSI B31.8 and 49 CFR. See UFGS SECTION 15190A, GAS PIPING SYSTEMS for additional information and requirements.

#### 1.7.1 Existing System

The natural gas being supplied to Whiteman AFB is type 985 to 1018 BTU/CF. Existing gas service lines in the adjoining areas shall remain and are as shown on Drawing C2.1 as included with this RFP. The contractor shall reconnect to the existing gas so the entire gas system remains looped. Existing natural gas system pressure is approximately fifteen (15) psi. Existing lines are buried to an approximate depth of twenty-four (24) to thirty-six (36) inches. All existing information shall be verified by the Contractor including pressure values, which are approximate. When connecting to existing steel piping systems, provision shall be made to ensure that the integrity of the cathodic protection is not

compromised.

#### 1.7.2 Materials

Materials and appurtenances shall be free of defects and suitable to accomplish the stated objectives of gas distribution systems. New exterior pipe that is buried below grade shall be polyethylene as described herein. New exterior pipe that is above grade shall be galvanized steel pipe in accordance with ASTM A53. Isolation valves are required at all connections to existing mains

Polyethylene pipe shall conform to ASTM D2513, Standard Specification for Thermoplastic Gas Pressure Piping Systems, with fittings complying with either ASTM D2513 or ASTM D2683, Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing. Connections to metal pipe shall comply with ANSI B16.5, Pipe Flanges and Flanged Fittings, or manufacturers recommended standards. Color of all polyethylene gas piping shall be yellow, minimum grade of PE2406.

#### 1.7.3 Testing

Since the new gas distribution mains will be required to connect to the existing gas mains, the Contractor shall design and install provisions in the new system to allow isolating it from all existing portions of the system to accommodate pressure testing. The pressure test shall be in accordance with ANSI B31.8. The test shall continue for at least twenty (24) hours between initial and final readings of pressure and temperature.

#### 1.7.4 Gas Meters

New gas meters are to be installed adjacent to the new service regulator assembly and shutoff valve.

#### 1.7.5 Drips

Unless high pressure natural gas is used, drips shall be installed at the low points, immediately following reduction from high pressure to medium pressure (at supply points) and at occasional low points throughout the system to provide for blowing out the lines.

#### 1.8 Marking of Underground Utilities

Plastic marking tape shall be acid and alkali-resistant polyethylene film. The tape shall be manufactured with integral 12 gauge minimum wires or shall be accompanied by a 12 gauge wire to enable detection by a metal detector when the tape is buried up to 36" deep. Warning tape and copper wire shall be installed directly above all pipe, at a depth of approximately twelve (12) inches above the utility being marked. Locator pegs (Passive Transponder) shall be of a type specifically manufactured for electronic marking of underground utilities. Tape and locator peg color shall be as specified below. The tape shall also shall bear a continuous printed inscription describing the specific utility.

C O L O R	M A R K I N G S	F O R	U T I L I T I E S
Red	Electric		
Yellow	Gas		
Orange	Telephone, Cable TV		
Blue	Water Systems		
Green	Sewer Systems		

L O C A T O R	P E G	F R E Q U E N C Y
169.8 KHz:	Electric	
83.0 KHz:	Gas	
101.4 KHz:	Telephone, Cable TV	
145.7 KHz:	Water Systems	
122.5 KHz:	Sewer Systems	

Transponder pegs shall be installed at not less than fifty (50) feet along all

natural gas line piping and at all valves, service taps, tees, crossings and changes in direction. Transponder pegs shall be #C9784, 83.0kHz, yellow as manufactured by Communications Technology Corp. of America or approved equal. Transponder pegs shall be installed per the manufacturer's printed instructions and as noted herein.

#### 1.9 Cathodic Protection

Cathodic protection shall be provided for all underground metallic piping and fittings including cast iron. Design of cathodic protection system shall in accordance with Section 01017 ELECTRICAL REQUIREMENTS, paragraph entitled "Cathodic Protection".

#### 1.10 Exterior Water Distribution

Water pressure and flow data tests are not available for the new lines. The Contractor shall perform these tests prior to designing the fire protection system for the Education Center. The Contractor shall design and install new water distribution lines for the new Education center. New water distribution lines shall connect to the existing lines in the adjacent areas and provide a "looped" system design.

#### 1.11 PAVEMENTS

##### 1.11.1 Pavement Subgrade Preparation

Subgrades: The subgrade preparation shall be consistent with the recommendations found in the subsurface investigation report and the Civil Engineering Section 2 specifications included in this package. Subgrades for roads, parking lots and other surfaced areas shall be cleared of obstructions, organic soils shall be excavated and replace with suitable select structural backfill. Backfill shall be placed in compacted lifts in accordance with state specifications. Subgrades shall conform to the state specification requirements for subgrades for primary roads. The subgrade for all roads, parking lots, and other surfaced areas shall be compacted to a depth of at least 8 inches.

##### 1.11.2 Pavement Design

###### A. Asphalt Concrete Pavement

1. Asphalt concrete (plant mixed bituminous concrete mixtures): The project includes areas to be paved with asphalt concrete (plant mixed bituminous concrete mixtures). The thickness of the asphalt concrete pavement and base course shall be designed according to base standards and traffic loading conditions.

2. All joints between precast concrete and asphalt pavements shall be routed out and sealed. Cuts in asphalt pavements shall be backfilled with a slurry cement backfill to minimize uneven settlement. Boring shall be used when possible to eliminate road cuts.

3. The section shall consist of a compacted asphalt concrete surface course on a compacted crushed aggregate base course, on a compacted subgrade. Materials and procedures used in the design and construction of asphalt concrete surfaced roads, parking lots, and other areas shall conform to Missouri Department of Transportation (MODOT) state specifications, manuals and the requirements herein.

4. Base course aggregates: Base course aggregates used for roads, parking lots, and other surfaced areas shall be class 2 crushed aggregate.

###### B. Minimum Paving/Parking Materials

1. The minimum thickness of parking lot areas shall be: 4" thick asphaltic concrete on 6" class 2 aggregate base over compacted subgrade.

2. The minimum thickness of roads shall be: 5" thick asphaltic concrete (in 3" and 2" layers) on 12" class 2 aggregate base over compacted subgrade.

#### 1.11.3 Road Lane Delineation

Shall be with painted lines.

#### 1.11.4 Sidewalks

P.C. concrete sidewalks shall be a minimum of 4" thick. Transverse contraction joint spacing shall be as follows; 5 feet for walks 5 feet wide, 6 feet for walks 6 feet wide, 6 feet for walks 18 feet wide. Longitudinal contraction joints shall be constructed in sidewalk widths 6 feet and greater. Expansion joint spacing shall not exceed 40 feet.

#### 1.11.5 Bituminous Prime Coat

A Bituminous prime coat shall be used over all base rock prior to placement of the bituminous concrete pavement.

#### 1.11.6 Bituminous Tack Coat

Contact surfaces of previously constructed pavement, curbs, manholes, and other structures shall be sprayed with a thin and uniform coat of bituminous material.

#### 1.11.7 Joint Sealing

Joints in P.C. concrete pavements shall be sealed with field molded sealants and specified in accordance with MODOT and Base standards.

#### 1.11.8 Curbs and Gutters

Curbs and gutters shall be required along roads, driveways, around parking areas and around landscape islands in the parking lot.

### 1.12 GRADING

#### 1.12.1 General

Positive drainage shall be provided for all areas and existing drainage ways shall be utilized to the extent possible. It is desirable to direct drainage away from buildings to curb and gutter or drain inlets. Swales between buildings and parking areas shall be avoided, if possible. Drainage along the new entrance drive shall be controlled by the use of curb and gutter. Earthwork shall be balanced to the extent possible without compromising the design.

#### 1.12.2 Borrow and Waste

Borrow material shall be obtained from sources outside the limits of Whiteman Air Force Base. All borrow materials shall meet the requirements set forth in the soils report and the Civil Engineering Section 2 specifications included in this package. The source of borrow material shall be the Contractor's responsibility. The Contractor shall obtain from the owners the right to procure material, shall pay all royalties and other charges involved, and shall bear all the expense of developing the sources, including rights-of-way for hauling. Borrow material shall be free from hazardous and toxic waste. Excess waste material shall be disposed of by the Contractor at his own expense and responsibility outside the limits of Whiteman Air Force Base.

#### 1.12.3 Sidewalks

Concrete walks shall have a maximum transverse grade of 2 percent. A desirable maximum longitudinal walk grade will be 5 percent with an absolute maximum of 8 percent. Handicapped accessible walks with a longitudinal slope greater than 5

percent shall be considered a ramp. See FED STD 795 Uniform Federal Accessibility Standards for ramp requirements. Special attention shall be given to sidewalks that are on the north (shaded) side of buildings. These walks should be designed to ensure a freeze/thaw cycle does not result in the formation of ice on the walk. Ice on walks should be a safety consideration for all areas. The use of steps in walks will be avoided whenever possible. The use of single riser steps is especially discouraged. When steps are unavoidable, they should have at least three risers and will be provided with handrails.

#### 1.12.4 Ramp Grades

- a. Desirable maximum of 7 percent.
- b. Absolute maximum of 12:1 for maximum 30' or 2.5' of grade change.

#### 1.12.5 Gutter Grades

- a. Desirable minimum of 0.8 percent.
- b. Absolute minimum of 0.5 percent.

#### 1.12.6 Building Floor Elevation

Building finished floor elevation shall be set as shown on plans for Education Center. Buildings shall not be constructed within a 100-year floodway. First floor of new buildings shall be constructed a minimum of 300 mm above the 100-year flood plain elevation.

#### 1.12.7 Grades Away From Building

- a. Minimum of 7 percent for 10 feet. Grades between buildings can be less than the minimum due to the close proximity of the structures. Care shall be taken in the design to ensure that this area drains properly. Consideration shall be given to the use of area inlets, trench drains, etc. to provide adequate drainage.
- b. Maximum of 10 percent for 10 feet.

#### 1.12.8 Overlot Grades

Provide positive drainage for all areas.

- a. Minimum 1 percent for cohesionless sandy soils.
- b. Minimum 2 percent for cohesive soils or turfed areas.
- c. Sideslopes for ditches, roads, and other turfed areas shall be no steeper than 3:1.

#### 1.12.9 Adjustment of Existing Structures

All manholes, valve boxes, handholes or inlets of any nature within the project that do not conform to the new finish grade in either surfaced or unsurfaced areas (and are not removed) shall be adjusted to the new finish grade. Where inlets, manholes, valve boxes, or handholes fall within a surfaced or unpaved roadway or parking, the existing frames and cover shall be removed and replaced with a heavy-duty frame and cover. The structure shall be adjusted as needed to fit the new conditions.

### 1.13 STORM DRAINAGE

#### 1.13.1 Determination of Storm Runoff

For areas of up to about one (1) square mile (watershed less than six-hundred (600) acres), where only peak discharges are required for design and extensive ponding is not involved; the computation of runoff will be accomplished by either

the Rational Method, SCS TR55 or the method presented in TM 5-820-1. The following methods are acceptable for all watersheds (including those larger than six-hundred (600) acres):

SCS TR-55  
SCS TR 20  
HEC-1

The minimum time of concentration for turf or paved areas shall be five (5) minutes. All runoff onto the site from adjacent properties shall be included in the drainage calculations.

#### 1.13.2 Rainfall Depth-Duration-Frequency Data

Rainfall data for states in the western United States shall be obtained from NOAA ATLAS 2. Rainfall intensity-duration data developed by cities or regions may be used if available.

#### 1.13.3 Storm Drainage System Layout

The Contractor shall be responsible for the complete design of the storm drainage system. The new storm drainage system shall be coordinated with surrounding properties to ensure runoff does not cause damage to the other properties. Sheet flow shall be the preferred way of draining the lawn areas and for all of the parking area. Drainage along the new entrance drive shall be controlled by the use curb and gutter. Erosion control shall be provided for all storm drain structures. The Contractor shall provide details for all drainage structures. Under no circumstance shall storm drain lines be located beneath buildings.

A. Design Storm Return Frequencies: Enclosed and open channel conveyance system components shall be designed for a 10-year Storm Return Frequency.

B. Rainfall Depth-Duration-Frequency Data: Rainfall data for states in the Midwestern United States, specifically Missouri, shall be obtained from NOAA . Rainfall intensity-duration data developed by cities or regions may be used if available.

#### 1.13.4 Storm Drainpipe and Structures

##### A. General

The maximum distance between drainage structures shall be approximately three hundred (300) feet for conduits less than thirty (30) inches in diameter. The maximum distance between drainage structures shall be approximately five-hundred (500) feet for conduits thirty (30) inches and greater in diameter. Where possible, a minimum drop of two-tenths (0.2) feet between inverts of equal diameter storm drain pipes shall be provided at the centerline of drainage structures. Culverts and storm drains shall be protected by a minimum of three (3) feet of cover during construction to prevent damage before permitting heavy construction equipment to pass over them. All storm drain pipe and structures shall be as specified in UFGS Section 02630 STORM-DRAINAGE SYSTEM

##### B. Storm Drain Pipe

Storm drainage material shall be PVC, PE, RCP or CMP. VCP or asbestos cement piping shall not be used. Minimum size for any storm main shall be twelve (12) inches. CMP shall be minimum twelve (12) gage. Reinforced concrete pipe shall be a minimum Class III. All pipe material shall have a minimum design service life of fifty (50) years. As a minimum, all pipe joints shall be soil tight. It is preferable that all pipe joints be silt-tight. Flexible resilient pipe connectors shall be provided at drainage structures when the water table is at or above the pipeline.

##### C. Manholes

Diameter of manholes shall be large enough to accommodate pipes entering/exiting the manhole. Manhole cast iron frames shall have a minimum opening diameter of twenty four (24) inches. Manhole structures shall be prohibited from having any form of ladder rungs installed in

the interior.

D. Area and Curb Inlets

Area inlets shall be properly sized and designed to accommodate the design flows. Grating shall be of "Bicycle -Safe" design. Locating curb inlets at driveway entrances and on street corners (within limits of curb returns) will not be permitted. Curb inlets along two-lane streets shall be spaced and sized so that the flow in the gutter and ponded areas at low points does cover the crown of the street. Inlets and grating areas in the sag of vertical street curves that act as sumps shall be oversized one-hundred percent (100%). Curb inlets shall be equipped with trash guards.

1.14 TRAFFIC SIGNAGE AND STRIPING

Traffic signage and striping shall be provided for all new roads and parking areas. Signage and striping shall be designed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

1.15 EROSION AND SEDIMENT CONTROL

The Contractor shall be responsible for selecting and implementing Best Management Practices (BMPs) to minimize pollutants in storm water discharges associated with construction activity at the construction site. BMPs shall conform to UFGS Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. The Contractor shall prepare a plan describing the measures to be used for temporary erosion and sediment control required during the construction. This plan shall be included in the design submittal after contract award. The Contractor shall maintain all erosion and sediment measures and other protective measures in effective operating condition. All temporary structural practices shall be removed once the corresponding disturbed drainage area has been permanently stabilized. If the project requires coverage under a National Pollution Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction activity, the Contractor shall comply with the requirements in UFGS Section 01355 ENVIRONMENTAL PROTECTION. The Contractor shall be responsible for obtaining all permit(s) required by the Missouri Department of Natural Resources (MDNR). The Contractor's responsibility shall include obtaining any required forms or applications, completing the same and paying of any applicable fees. A copy of all completed, final permit(s) shall be provided to the COR for review prior to any work beginning. The Offeror shall include any and all costs associated with obtaining such permit(s) with Offer. The Contractor shall include a line item for permit submittals as part of the overall project schedule referenced in the Project Schedule.

1.15.1 Temporary Construction Entrance

Tracking of mud from the construction site onto adjacent roads and streets shall be kept to a minimum. A temporary stabilized stone pad shall be constructed at points where vehicular traffic will be leaving the construction site and moving directly onto a paved road or street. It shall extend the full width of the vehicular ingress and egress area and have a minimum length of 70 feet. The entrance shall be maintained in a condition which will prevent tracking or flow of mud onto adjacent roads or streets. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the stone, then the tires of the vehicles shall be washed before entering the road or street. Any mud which is tracked onto roads or streets shall be removed at least once daily.

1.15.2 Erosion Control Blanket

Bottoms and side slopes of ditches and any other disturbed slopes 1V on 3H or steeper shall be covered with an erosion control blanket immediately after seeding.

1.15.3 Silt Fence

Silt fencing shall be installed below disturbed areas where erosion would occur in the form of sheet erosion. The size of the drainage area above the silt fence shall not exceed one fourth of an acre per 100 feet of silt fence length. Silt fencing may be installed across ditches only when the maximum contributing drainage area is not greater than 1 acre. Silt fence constructed across a ditch shall have wire support and shall be of sufficient length to eliminate endflow.

#### 1.15.4 Straw Bale Barrier

Straw bale barriers may not be installed across ditches.

#### 1.15.5 Outlet Protection

HDPE geo-grid or porous concrete paving materials shall be installed at outlets of culverts and storm drains as needed to prevent erosion. The use of rip-rap materials will not be permitted.

#### 1.15.6 Storm Drain Inlet Protection

Storm drain inlet protection shall be installed around any new or existing storm drain inlets that will become operational before permanent stabilization of the corresponding disturbed drainage area has occurred. Storm drain inlet protection shall include either a sediment filter or an excavated area around the storm drain inlet.

#### 1.15.7 Rock Check Dam

Rock check dams may be installed in ditches which drain 2 to 10 acres. The allowable drainage area will be dependent on the gradation of the rock used to construct the check dam. The maximum height of the dam shall be three (3) feet. The center of the dam shall be at least six (6) inches lower than the outer edges. For added stability, the base of the check dam may be keyed into the soil approximately six (6) inches. The maximum spacing between the dams should be such that the toe of the upstream dam is at the same elevation as the top of the downstream dam.

#### 1.15.8 Temporary Sediment Trap

Temporary sediment traps may be constructed below disturbed areas where the total drainage area is less than 3 acres.

#### 1.15.9 Temporary Sediment Basin

Temporary sediment basins may be constructed below disturbed areas where the total drainage area is equal to or greater than 3 acres.

#### 1.15.10 Other Controls

Other controls such as diversion dikes, level spreaders, temporary seeding, etc. may be used if deemed necessary by the Contractor

### 1.16 COMPOSITE UTILITIES

The Contractor shall not run utilities underneath buildings. The Contractor shall avoid running utilities underneath streets and parking lots where practicable. In cases where it is necessary for the utilities to cross existing streets, the Contractor shall install the lines by trenchless excavation methods. No open trenching will be allowed through existing streets, unless written permission is obtained and approved by Whiteman AFB.

#### 1.16.1 CATHODIC PROTECTION

Corrosion protection shall be provided for all buried gray or ductile-iron piping, fittings, valves, and other water line appurtenances, regardless of pipe material. Corrosion protection shall consist of an anode type cathodic protection system.

### 1.16.2 Water Distribution and Service Design Criteria

The Contractor shall design and install a complete, usable, new water distribution system for the Development Area. New water distribution lines shall connect to the existing lines in the adjacent areas and provide a "looped" system design.

#### A. Existing Water Service

Asbestos cement (AC) and polyethylene vinyl chloride (PVC) water mains exist at the approximate locations as shown on Drawing C2.1. The Contractor shall verify all information shown. The existing water distribution system shall be used to the maximum extent practical for purposes of providing water service to the Development Area. The existing mains shall remain in service during construction of this project except for pre-notified, limited short periods which the Contractor shall coordinate with Whiteman AFB. Where connections are made between the new work and the existing mains, the connections shall be made by using specials and fittings to suit the actual conditions. When made under pressure, these connections shall be installed using standard methods as approved by the COR. If any existing water main line or fire hydrant is damaged during construction, the repair shall be made by the Contractor in a satisfactory manner, at no additional cost to the Government.

#### B. Water Distribution and Service Design Criteria

New water distribution lines, service lines, valves, joints, fittings, etc. shall be designed and constructed in accordance with Missouri Department of Natural Resources (MDNR) Public Drinking Water Program "Design Guide for Community Water Systems" effective August 29, 2003, and UFGS Section 02510 WATER DISTRIBUTION SYSTEM. All connections made by the Contractor to the existing water distribution system (water mains) shall be in accordance with all applicable local, state, and federal standards and as stated herein. The water mains shall be considered as that part of the water system supplying fire hydrants. Mains shall be valved so that no more than two (2) fire hydrants will be out of service due to a single break in the water distribution system. Isolation valves shall be easily accessible and shall be installed as a minimum at the intersection of all mains. No main extension shall be less than eight (8) inches in diameter. All water valve box lids shall be encased by a concrete box. The Contractor shall be responsible for obtaining a construction permit from the Missouri Department of Natural Resources (MDNR), Public Drinking Water Program, before installing any waterlines. The Contractor's responsibility shall include obtaining the required forms or applications, and completing the same and paying of any applicable fees. A copy of the completed, final permit shall be provided to the COR for review prior to any work beginning. The Offeror shall include any and all costs associated with obtaining such permit(s) with Offer. The Contractor shall include a line item for permit submittals as part of the overall project schedule referenced in Section 01320 Project Schedule.

#### C. Flow Requirements

A maximum velocity of ten (10) feet per sec shall be used for all water lines. Fire demand shall be one thousand two hundred fifty (1,250) gpm for two (2) hours. Minimum pressure at any point in the system shall not be less than twenty (20) psi with fire flows and not less than 35 psi under maximum domestic flows.

#### D. Water line Requirements and Metering

The piping pressure class is one-hundred fifty (150) psi for water system. Pipe shall be PVC meeting AWWA C900 or ductile iron. The sizing of the waterline pipe diameter shall be determined by using Hazen-Williams "C" value of 140 for plastic pipe and 120 for other pipe material. Service lines larger than two (2) inches shall be connected to the main by a tapped saddle, tapping sleeve and valve, service clamp

or reducing tee, depending on the main diameter and the service line diameter, and shall have a gate valve. The service lines shall include the pipeline connecting the building piping to the new water distribution lines. The service connections shall be via a new directly-tapped corporation stop, or by a service clamp for water services lines two (2) inches or smaller diameter. A combination stop and a copper gooseneck shall be provided with either type of connection. Water line trenches shall be of a depth to provide a minimum cover of forty-two (42) inches from the existing ground surface, or from the finished grade, whichever is lower, to the top of the pipe. A water meter box shall be installed for all service stops and check valves and shall extend to finish grade. The Contractor shall install a new water meter at each service entrance.

#### E. Fire Hydrants

All fire hydrants in the Development Area shall be new. Existing fire hydrants in adjoining neighborhoods shall remain in place, unless damaged during construction. Fire hydrants shall be compatible with those presently in use at the installation, with similar pump and hose connections. All fire hydrants shall be UL listed, dry barrel resilient seat type (traffic model), and conforming to AWWA C502 with valve opening at least five (5) inches in diameter. The fire hydrants shall be designed so that the flange at the main valve seat can be removed with the main valve seat apparatus remaining intact, closed and reasonably tight against leakage and with a breakable valve rod coupling and breakable flange connections located no more than eight (8) inches above the ground grade. Hydrants shall have a six (6) inch bell connection with two (2) two and one-half (2-1/2) inch hose connections and one (1) four and one-half (4-1/2) inch pumper connection. Outlets shall have American National Standard fire-house coupling threads. All working parts shall be bronze. Design, material, and workmanship shall be equal to the latest stock pattern ordinarily produced by the manufacturer. Hydrants shall be painted with one (1) coat of red iron oxide, zinc oxide primer conforming to SSPC Paint 25 and two (2) finish coats of silicone alkyd paint conforming to SSPC Paint 21 of the installation's standard color or as directed by the COR. Fire hydrant spacing shall be no greater than four hundred (400) feet apart. Preference is to install hydrants at intersections whenever possible. Hydrant laterals shall be six (6) inches minimum size, shall not exceed fifty (50) feet in length, and shall have an underground shut off valve with an adjustable valve box in each lateral within ten (10) feet of the hydrant for isolating hydrant. Hydrants shall have their pumper outlet facing the street. Hydrants shall be located a minimum of three (3) feet and a maximum of seven (7) feet from pavement, and shall not be located in sidewalks or where obstructed by parked vehicles, shrubbery, etc.

#### F. Cutting Pipe

Cutting pipe shall be done in a neat and workmanlike manner without damage to the pipe and in accordance with UFGS Section 02510 WATER DISTRIBUTION SYSTEM. Unless otherwise recommended by the manufacturer and authorized by the COR, cutting shall be done with an approved type mechanical cutter. Wheel cutter shall be used when practicable. Copper tubing shall be cut square and all burrs shall be removed. Squeeze type mechanical cutters shall not be used for ductile iron.

#### G. Tests

Hydrostatic pressure and leakage tests shall be conducted on the new water lines in accordance with UFGS Section 02510 WATER DISTRIBUTION SYSTEM and AWWA C600. Where any section of a water line is provided with concrete thrust blocking for fittings or hydrants, tests shall not be made until at least five (5) days after the installation of the concrete thrust blocking, unless otherwise approved.

After the pipe is laid, the joints completed, fire hydrants permanently installed, and the trench partially backfilled leaving the joints exposed for examination, the newly laid piping shall be subjected for one (1) hour to a hydrostatic pressure test of one-hundred fifty (150) psi

maximum. Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants and valves shall be carefully examined during the partially open trench test. Pressure test shall be in accordance with UFGS Section 02510 WATER DISTRIBUTION SYSTEM and AWWA C600.

Leakage test shall be conducted after the pressure test has been satisfactory. The duration of each leakage test shall be at least two (2) hours, and during the test the water line shall be subjected to not less than one-hundred fifty (150) psi pressure at low point in system. Leakage test shall be in accordance with UFGS Section 02510 WATER DISTRIBUTION SYSTEM

The Contractor may elect to conduct hydrostatic test using either or both of the following procedures. Regardless of the sequence of tests employed, the results of pressure tests, leakage tests, and disinfection shall be satisfactory as specified. All replacement, repair or retesting required shall be accomplished by the Contractor at no additional cost to the Government.

- 1) Pressure test and leakage test may be conducted concurrently.
- 2) Hydrostatic tests and disinfection may be conducted concurrently, using the water treated for disinfection to accomplish the hydrostatic test. This may only be accomplished after the system has been thoroughly flushed with water until all entrained dirt and mud has been removed. If water is lost when treated for disinfection and air is admitted to the unit being tested, or if any repair procedure results in contamination of the unit, disinfection shall be re-accomplished. Testing, correction and retesting shall be accomplished at no additional cost to the Government.

#### H. Disinfection

Before acceptance of potable water system, the Contractor shall disinfect all new water lines and any other lines that did not remain fully pressurized during construction or connection. The water line piping shall be disinfected in accordance with the American Association Standard AWWA C651 and in accordance with UFGS Section 02510 WATER DISTRIBUTION SYSTEM. Testing shall not be considered complete until two consecutive days of bacteriological samples show no contamination. Test results shall be submitted to and approved by the MDNR. Proof of MDNR approval shall be provided to the COR for review prior to acceptance of potable water system.

### 1.16.3 Sanitary Sewerage System

The Contractor shall design and install a complete, usable, new sanitary sewer system for the project area. As part of the Calculation and Drawings required herein, the Contractor will also be required to verify existing pipe and system capacities once the final design is determined. The existing manholes in the adjacent areas may remain in place and be reused. Existing sanitary sewer lines and manholes are shown on Drawing C2.1 as included in this RFP.

#### A. Design Criteria

The new sanitary sewage system shall be designed and constructed in accordance with Missouri Department of Natural Resources (MDNR) Guidelines, local codes and regulations, and with UFGS Section 02531 SANITARY SEWERS. The Contractor shall field verify the sanitary sewer capacity and invert elevations to ensure that it is adequate for the flows generated by the new family housing units. The minimum earth cover over sewer lines is forty-two (42) inches. Fittings, and joints shall be compatible with the pipe supplied and have a strength not less than that of the pipe. The Excavation, Trenching and Backfilling for Sanitary Sewer lines shall be as described herein under Paragraph 1.17 EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITIES herein. The Contractor shall be responsible for assisting the COR in obtaining all permits required including, but not limited to, "Application for Construction Permit - Sewer Extension", "Continuing Authority Approval

Sewer Line Extension", "Missouri State Operating Permit". The Contractor's responsibility shall include obtaining all required forms or applications, assisting in completing the same and paying of any applicable fees. A copy of all completed, final permit(s) shall be provided to the COR for review prior to any work beginning. The Offeror shall include any and all costs associated with obtaining permit(s) with Offer. The Contractor shall include a line item for permit submittals as part of the overall project schedule referenced in Section 01320 Project Schedule.

B. Minimum Velocity

A minimum velocity shall be 2.5 feet per second when flowing at the maximum design flow depth. Design pipes with 80 percent full as critical flow depth. All design slopes shall be calculated using Manning's equation. The Contractor shall include all calculations for the sanitary sewer system in the design submittal after contract award.

C. Manholes

Existing manholes shall be used to the maximum extent practical for final discharge point from the Development Area. If the Contractor determines it is necessary to install a new manhole, it shall be designed as indicated herein. The pipe connection to existing manhole shall be made so that finish work will conform as nearly as practicable to the applicable requirements specified for new manholes, including all necessary concrete work, cutting, and shaping. The connection shall be centered on the manhole. The hole for the new pipe shall be of sufficient diameter to allow packing cement mortar around the entire periphery of the pipe but no larger than 1.5 times the diameter of the pipe and the new pipe shall be joined to the manhole with a gasketed, flexible watertight connection. Cutting the manhole shall be done in a manner that will cause the least damage to the walls.

New manholes are to be installed at changes of direction, slope, and size. Manholes shall be spaced not more than 400 feet apart. Manholes shall be located at intersections of streets when possible. New manholes shall be provided in lieu of cleanouts. Avoid placing manholes where the tops will be submerged or subject to surface water inflow. Where the invert of the inlet pipe would be more than 1.5 feet above the manhole floor, a drop connection shall be provided. Manholes shall be waterproofed on the exterior. Inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible, watertight connection or any watertight connection that allows differential settlement of the pipe and manhole to take place.

1.16.4 Sewer Mains

New sewer main pipe material shall be PVC (SDR 35 or 26), PE or DIP. Main pipe shall be sized to meet design criteria outlined herein; however, minimum size shall be eight (8) inches in diameter.

1.16.5 Calculations and Drawings

The Contractor shall prepare final drawings, including details, of all sanitary sewage structures. The Contractor shall complete all the necessary topographic and utility surveys as required. Verification of actual rim and flow line elevations, particularly at the taps, shall be made by the Contractor prior to beginning final design. In addition to final drawings, elevation information, details etc. the successful Contractor shall also include a specification for approval covering the work that clearly defines his methods, materials and equipment as well as engineering calculations supporting his proposed selection of materials in the design submittals after contract award. Upon completion of the sanitary sewer installation(s), the Contractor shall certify that the collection sewers have been built in accordance with the approved plans by means of preparing "as-built" plans, prepared by a registered professional engineer. These plans, and any other necessary documentation, shall be submitted to the State of Missouri, DNR as required by the terms of the Sanitary Sewer

Construction Permit issued at the beginning of the work.

#### 1.16.6 Coordination

All work on existing manholes and new sewer lines to be coordinated by Contractor with the COR prior to construction.

#### 1.16.7 Leakage Tests

Lines shall be tested for leakage by low-pressure air testing, infiltration tests or exfiltration tests, as appropriate. Low-pressure air testing for PVC pipe materials shall as prescribed in UBPPA UNI-B-6. The air test, if used, as a minimum shall conform to the test procedure described in ASTM C 828-76T. Low pressure air testing procedures for other pipe materials shall use pressures and testing times as described in ASTM C 828 and C 924, after consultation with the pipe manufacturer. Prior to infiltration or exfiltration tests the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection. Visible leaks encountered shall be corrected regardless of leakage test results. When the water table is 2 feet or more above the top of the pipe at the upper end of the pipeline to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the COR. When the COR determines that infiltration cannot be properly tested, an exfiltration test shall be made by filling the line to be tested with water so that a head of at least 2 feet is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be reestablished. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by either the infiltration test or the exfiltration test shall not exceed 0.2-gallon per inch diameter per 100 feet of pipeline per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correction and retesting shall be accomplished at no additional cost to the Government. Leakage Test shall conform to UFGS Section 02531 SANITARY SEWERS.

#### 1.16.8 Test for Deflection

When PVC flexible pipe is used, a deflection test shall be made on the entire length of the installed pipeline not less than 30 days after completion of all work including the leakage test, backfill, and placement of any fill, grading, paving, concrete, or superimposed loads. Deflection test shall conform to UFGS Section 02531 SANITARY SEWERS.

### 1.17 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES

#### 1.17.1 General

The Contractor shall avoid running new utilities under streets, sidewalks, and paved areas where at all practicable. Placing of new utility lines underneath buildings is prohibited. In cases where it is necessary for the new utilities to cross existing streets and sidewalks (to make connection to and/or extension of existing utility lines), the Contractor shall install lines by trench-less methods. Open trench methods will not be allowed unless written permission is obtained and approved by Whiteman AFB. When open trench methods are approved, streets and sidewalks shall be saw cut and removed and replaced to match existing conditions. Trench walls shall be excavated to a stable angle of repose as required to properly complete the work. Trench excavations shall adhere to requirements prescribed in EM 385-1-1, latest edition, Safety and Health Requirements Manual. Special attention shall be given to slopes that may be adversely affected by weather or moisture content. Bedding and initial backfill material shall be in accordance with the soils report and the Civil Engineering Section 2 specifications included in this package. Portions of walks and concrete pavements requiring removal shall be removed to the nearest contraction joint. All existing utilities (in existing neighborhoods), including but not

limited to utilities listed above that are crossed during connection to and extension of, shall remain in service during construction. If this is not possible, all outages shall be coordinated with the COR. All underground utilities identified from field data and surveys, site investigations, and digging permit locates, shall be marked within and adjacent to areas of the work.

All work areas shall be investigated with detection devices for cables and pipelines, to confirm locations, identify unknown utilities, and establish depths prior to beginning any digging. All underground utilities potentially disturbed by the work shall be found by hand digging prior to mechanical trenching or excavating in the vicinity. The COR shall be notified of detection activities forty-eight (48) hours in advance. Detection devices shall be on-site at all times.

#### 1.17.2 Trenches

The trench for water lines, sewers (sanitary and storm), gas or electrical lines shall be in accordance with UFGS Section 023 EARTHWORK. Water, sanitary sewer, storm sewers and gas mains shall be placed in separate trenches. The separate trenches shall maintain a minimum horizontal separation of twelve(12) inches.

#### 1.17.3 Water Mains Near Sanitary Sewers

A. The following factors should be considered in providing adequate separation:

1. Materials and type of joints for water and sewer pipes;
2. Soil conditions;
3. Service and branch connections into the water main and sewer line;
4. Compensating variations in the horizontal and vertical separations;
5. Space for repair and alterations of water and sewer pipes; and
6. Off-setting of water mains around manholes

B. Parallel Installation

Water mains shall be laid at least ten feet horizontally from any existing or proposed sewer. The distance shall be measured edge to edge.

In cases where it is not practical to maintain a ten-foot separation, the Missouri department of Natural resources, Public Drinking Water Program may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to a sewer, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer and on either case, at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer. In areas where the recommended separations cannot be obtained, either the waterline or the sewer line shall be constructed of mechanical joint pipe or cased in a continuous casing.

C. Crossings

Water mains crossing sewers shall be laid to provide a minimum vertical clear distance of 18 inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, the full length of water pipe shall be located so both joints will be as far from the sewer as possible but in no case less than ten feet. Special structural support for the water and sewer pipes may be required. In areas where the recommended separations cannot be obtain either the waterline or the sewerline shall be constructed of mechanical joint pipe or cased in a continuous casing that extends no less than ten feet on both sides of the crossing.

D. Exceptions

Any variance from the specified separation distances must be submitted to the department for approval

E. Force Mains

There shall be at least ten-foot horizontal separation between water mains and sanitary sewer force mains and they shall be in separate

trenches. In areas where these separations cannot be obtained, either the waterline or the sewer line shall be cased in a continuous casing.

F. Sewer Manholes

No waterline shall be located closer than ten feet to any part of a sanitary or combined sewer manhole.

G. Disposal facilities

No waterline shall be located closer than 25 feet to any on-site wastewater disposal facility, agricultural waste disposal facility, or landfill.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

## SECTION 01100

## GENERAL

## PART 1 GENERAL

## 1.1 INQUIRIES

Any inquiries regarding this Invitation, before bids are opened, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Mr. Richard Whitsell. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to Mr. Whitsell by calling Area Code 816-983-3465. Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

## 1.2 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work. This superintendent is an additional person above that required under the FAR Contract Clause 52.236-6.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work. These superintendents are above that required by FAR Contract Clause 52.236-6.

(b) If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

(KCD DEC 03)

## 1.3 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

## 1.4 WORK DELAYS

The Contractor may anticipate a work delay of up to 7 working days during the contract period due to Whiteman AFB operations. This time is included in the overall contract completion time and will be included in the Contractor's proposal price. During this work delay, no site access to any of the work areas will be allowed. The Contracting Officer will provide 48 hours notice to the Contractor prior to the work delay.

## 1.5 EMERGENCY OUTAGES

The Contractor shall notify the Contracting Officer immediately when an emergency outage of a utility occurs due to Contractor cutting or damaging the utility. No outage shall exceed four (4) hours in duration. The Contractor also shall bear

the cost for all repairs. The following list of contacts shall also be informed when an outage occurs.

SECURITY SENSORS	509 SFS/SPOSS
	2154 CS/SCLGC
PHONE LINES COMMERCIAL	509 CS
SECURITY	509 CS/SCLGC
FIRE ALARMS	509 CES/DEF
POWER LINES COMMERCIAL	509 CS
SECURITY	509 SFS/SPOSS
FIRE ALARMS	509 CES/DEF

#### 1.6 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the offeror to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the wage rates and fringe benefits contained in the Decisions of the Secretary of Labor, attached to and a part of this contract, all work required within 5 feet outside building lines shall be considered Building Construction.

Highway Construction rates apply to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects.

All other construction not defined herein as Building Construction or Highway Construction shall be considered Heavy Construction.

#### 1.7 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

#### 1.8 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

##### RELEASE OF CLAIMS

The undersigned Contractor under contract dated \_\_\_\_\_, 2000, between the United States of America and said Contractor for the \_\_\_\_\_ located at \_\_\_\_\_, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

### 1.9 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

### 1.10 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to FAR Clause 52.236-1 titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

### 1.11 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

### 1.12 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities for the duration of the project.

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
(8)	(5)	(5)	(5)	(5)	(5)	(4)	(4)	(4)	(4)	(3)	(6)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the duration of the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the Contractor's scheduled work day. Within ten days of the following month, the Contractor shall provide in writing a list of their proposed dates of the actual adverse weather delay days for each month. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)". After the original contract completion date has passed, adverse weather that causes delay to the completion of the project will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from work days to calendar days.

\* Monthly anticipated weather delay days shall be adjusted proportionally if work is scheduled to be performed in a work week with greater than or less than a five-day work week. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = **A** multiplied by (**B** divided by **C**);  
where

**A** = The monthly anticipated adverse weather delay for a particular month based on a five-day work week.

**B** = The actual average number of days work is scheduled to be performed in a work week during that particular month.

**C** = The number five (5).

eg., If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a six-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows:  $10 \times (6/5) = 12$  days.

\* Monthly anticipated weather delay days shall also be adjusted proportionally for those situations involving a fractional part of a month. Some examples are the month Notice to Proceed is acknowledged and the month of the original contract completion date. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = **D** multiplied by (**E** divided by **F**);  
where

**D** = The monthly anticipated adverse weather delay for a particular month.  
**E** = The number of calendar days during that fractional part of a particular month.  
**F** = The number of calendar days in that particular month.

eg., The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the twentieth (20th) day of a thirty (30) day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows:

$$9 \times (20/30) = 6 \text{ days. (KCD APR 04)}$$

#### 1.13 WORKING HOURS

Working hours for this project will be limited to Monday through Friday, 7:30 a.m. to 4:30 p.m., except as follows: Work will not be permitted on weekends and Federal holidays. In unusual circumstances, such as when utility turn-off is required for an extended period of time, authorization for weekend or holiday work may be requested from the Contracting Officer; these instances must be coordinated well in advance, in writing. Likewise, utility turn-off of short duration or work which will disrupt normal operations or traffic flow must be scheduled at least 3 working days in advance and may require schedule changes to ensure that safety is maintained.

#### 1.14 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation	coverage complying with applicable State Statute
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy	minimum limits of <u>\$1,000,000</u> per occurrence for bodily injury which includes, but is not limited to, insurance for all work required herein
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of clause)

#### 1.15 INTERRUPTIONS TO UTILITY SERVICES

A schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

#### 1.16 SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). See Section 00700, Contract Clause titled "Accident Prevention."

(b) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

#### 1.17 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

#### 1.18 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated July 2003 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

#### 1.19 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

#### 1.20 SUBMITTALS

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and ENG Form 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before approved shop drawings have been returned to the Contractor will be subject to rejection. NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED.

(c) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not

indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)(REV KCD MAR 04)

(d) TEXT DELETED.

#### 1.21 SPECIAL REFERENCES

(a) Shop Drawings. Bidder's attention is directed to the paragraph above titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Bidder's attention is directed to the paragraph below titled "Approved Equal."

(c) Payment to Subcontractors. Bidder's attention is directed to the paragraph above titled "Payments to Subcontractors."

#### 1.22 DIFFERENCES IN DRAWINGS

In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

#### 1.23 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

#### 1.24 EXISTING ROADS

Where roads under construction follow or tie into existing roads open to traffic, the roads constructed under such conditions shall be open and passable to traffic at all times during construction. Roadbeds shall be maintained to eliminate hazards to traffic, insure a reasonably smooth riding surface, and to provide positive drainage by constant maintenance of sufficient crowns and ditches as construction progresses. During rainy or inclement periods, the roads shall be kept passable by applying adequate surfacing material to the roadbed or by providing a full time attendant to offer assistance to motorists. Upon failure to comply with foregoing requirements, the Contracting Officer reserves the right to direct non-Government sources to correct deficiencies with costs deducted from payment due to the Contractor.

#### 1.25 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

## 1.26 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein 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.

## 1.27 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

## 1.28 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Public Works will work directly with the Resident Engineer to provide timely information to the Contractor.

## 1.29 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. (KCD APR 84)

## 1.30 PROFIT

## 1.30.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as percent, shall be as follows:

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of Risk	20		
Relative Difficulty of Work	15		
Size of Job	15		
Period of Performance	15		
Contractor's Investment	5		

Assistance by Government	5	
Subcontracting	<u>25</u>	
	100	Profit% _____

### 1.30.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

#### 1.30.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

#### 1.30.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what the time schedule is.

#### 1.30.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04, and work in excess of \$10,000,000 at .03.

#### 1.30.2.4 Period of Performance

Modifications in excess of 24 months are to be weighted at .12. Modifications of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time is not required.

#### 1.30.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

#### 1.30.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

#### 1.30.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces. (KCD MAR 04)

### 1.31 UNEXPECTED DISCOVERY OF ASBESTOS ON CONSTRUCTION (RENOVATION AND DEMOLITION)

The buildings and areas to be renovated or demolished have been surveyed for the presence of asbestos-containing materials. This survey is not a warranty that asbestos-containing materials are either not present or limited to the amounts found in the survey. Should unexpected asbestos-containing material be encountered, the Contractor shall promptly, and before the conditions or the substance encountered is disturbed, give a written notice to the Contracting Officer of the suspected asbestos-containing material conditions encountered. As directed by the Contracting Officer, the Contractor shall remove and dispose of any and all asbestos-containing material as necessary to accomplish the required work which shall be performed in accordance with all pertinent local, state, and federal laws. An equitable adjustment will be made to the Contractor in accordance with the CONTRACT CLAUSE entitled "Changes", for the additional work directed by the Contracting Officer.

#### 1.32 SURVEY MARKERS

Reference is made to CONTRACT CLAUSE titled "Permits and Responsibilities", Chapter 60 of the Missouri Revised Statutes 1969, and rules titled "Maintenance of the Original US Public Land Survey Corners" adopted by the Division of Geology and Land Survey, Missouri Department of Natural Resources. The Contractor shall be responsible for removing and relocating survey markers. Relocation shall be performed by a professional registered Land Surveyor.

#### 1.33 DEMOLITION

Disposal of demolition waste shall be in accordance with all applicable Federal, State and local regulations, including "Chapter 260, RSMO" of the "Missouri Department of Natural Resources."

#### 1.34 DISPOSAL OF WASTE

: All construction and/or demolition waste shall be disposed of off-base in accordance with all applicable Federal, State and local regulations, including "Chapter 260, RSMO" of the "Missouri Department of Natural Resources."

#### 1.35 EXCAVATION NOTIFICATION

Prior to any excavation on either public or private properties, Missouri law requires that you notify all owners and operators of underground facilities in your dig site. Missouri One Call System (MOCS) can help you comply with the law; "Chapter 319, RSMO" of the "Missouri Department of Natural Resources," by calling this one toll-free number 1-800-344-7483.

#### 1.36 ENCOUNTERING EXISTING UNDERGROUND UTILITIES

During any excavation activity, existing underground utilities encountered shall be immediately reported to the Contracting Officer.

Within 48 hours of encountering underground utilities, the Contractor shall submit to Contracting Officer a marked-up copy of contract drawing that best represents the location, general description and approximate depth of the utilities below finished grade.

Also, the Contractor shall incorporate the above information in required marked-up full scale contract drawing indicating as-built conditions in accordance with all contract provisions pertaining to "As-Built Drawings."

#### 1.37 DAILY WORK SCHEDULES

In order to closely coordinate work under this contract, the Contractor shall prepare for and conduct a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next 2-week period. Required temporary utility services, time and duration of interruptions, road cuts, and repairs requiring traffic control, and protection of adjoining

areas shall be included with the Contractor's proposed 2-week work schedule. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings.

#### 1.38 SITE FENCING AND MOWING

The Contractor shall provide orange snow fencing around the entire work site; all site storage areas are considered a part of the work site. When grass/weeds exceed six inches in height, all areas and the first foot outside the areas contained by orange snow fencing shall be mowed. Snow fencing on pavement shall be supported by weighted orange barrels.

#### 1.39 NOT USED

#### 1.40 CLEANLINESS OF PAVED SURFACES

When paved surfaces are jointly used by the Air Force and Contractor, the Contractor shall keep all paved surfaces, such as roads, paths, runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft.

#### 1.41 WORK ON WEEKENDS, HOLIDAYS, OR OUTSIDE NORMAL WORK HOURS

If the Contractor intends to work on weekends, holidays, or hours other than the working hours indicated in the contract, the Contractor shall notify the designated COR by noon the Thursday prior to the weekend, 48 hours prior to a holiday, or 48 hours prior to changing working hours. If the Contractor intends to work on weekends or holidays that will require the use of the south gate, the Contractor shall notify the Security Police and the Resident Office by noon the Thursday prior to the weekend or 48 hours prior to a holiday.

#### 1.42 UTILITY MARKING

The Contractor shall be required at the request of other contractors working in the area to flag the utilities being installed on this contract within 14 days of the request by the other contractor working in the area.

#### 1.43 SPECIAL SAFETY REQUIREMENTS

The Contractor shall comply with Air Force and local fire regulations and NFPA 241-1986 "Safeguarding Building Construction and Demolition Operations." Fire extinguishers rated and approved by the National Fire Protection Association, of sufficient size, type, and quantity to cope with all known hazards, shall be provided by the Contractor at the construction site during the execution of this contract; the extinguishers shall be removed upon acceptance of the project.

##### 1.43.1 Entry to Whiteman Air Force Base

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. Whiteman AFB is a closed base pursuant to Sec. 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, however, required that control be exercised over Contractor personnel while working on the base. To maintain this control, an Entry Authorization List (EAL) of all Contractor personnel and Subcontractor's personnel that shall be working under the Contract, must be submitted to the Contracting Officer or his/her designated representative five (5) working days prior to start of work under this contract, in both paper and electronic form. The listing shall include, but not be limited to: Contract Number, Project Number, Employee: Full Name, last six (6) of Social Security number, and Vehicles: year, make, model, license plate number. Subsequent listings of all personell additions or deletions shall be submitted as employees

are hired or released. A sample of and EAL is attached at the end of this section. EAL are normally processed on Tuesday and Thursday afternoons. To be processed they need to be received prior to noon on Tuesday or Thursday. The Contractor is responsible for collection of Base passes from personnel and subcontractor personnel when they no longer require entry to the Base. These list normal operating conditions at Whiteman AFB, the contractor shall expect occasional security changes due to Air Force Operations.

#### 1.44 BASE POLICY FOR THE OPERATION OF ALL HYDRANTS AND VALVES ON THE BASE WATER DISTRIBUTION SYSTEM

The following is the base policy for the operation of all hydrants and valves on the base water distribution system:

- a. The fire alarm communication center will be immediately notified at 4507 or 4508, of out-of-service hydrants, sprinkler system, stand pipes, etc. The alarm room will also be notified when hydrants are returned to service.
- b. Civil Engineering personnel are responsible for operation of all valves and are the only one to open or close these valves. In an emergency (water main break) a Contractor may close a valve and notify the Fire Department at 4507 or 4508 and Mains Maintenance at 6357 immediately.
- c. When fire hydrants are out-of-service the Fire Department will immediately place a metal placard 12 inches in diameter with waterproof white letters on a red background reading "OUT-OF-SERVICE". The placards will be placed in a way that identifies hydrants from approaching direction.
- d. When fire hydrants are placed back in service, the Fire Department will immediately remove placards.
- e. Every effort will be made to return hydrants to service as soon as possible. Hydrants awaiting parts will be assigned an emergency work order. When hydrants are shut down due to construction, call the Fire Department as listed above.
- f. The use of fire hydrants by other than fire protection personnel will be coordinated and approved by the Base Fire Chief. Such use will not render the hydrant inoperative for fire protection operations.

#### 1.45 POLICY FOR STORAGE OF HAZARDOUS MATERIALS ON CONSTRUCTION SITES

The following is the policy for storage of hazardous materials on construction sites located at Whiteman AFB MO.

- a. Definition of hazardous materials is any substance which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful, and is likely to cause death injury.
- b. Hazardous material will not be stored in Government facilities, without special authorization from base. Contact point will be the Fire Department at extension 6080.
- c. Each construction site shall have a hazardous material storage area. This area will be the only location that hazardous material shall be stored on a construction site. Exceptions must have prior written approval from the base. Contact point will be the Fire Department at extension 6080.
- d. Number every trailer, building and shed with a number at least 6 inches by 4 inches; this number will correspond with the numbers listed below in item e.1.
- e. The Contractor will provide an emergency folder that will be kept on-site and up-to-date at all times (on the injury board). This folder shall contain:
  - (1) Construction site map identifying every road, building, trailer, and shed on

site by number, as well as hazardous material storage location.

(2) A copy of every MSDS (material safety data sheet) with amount and location of all hazardous material on site.

f. The Contractor will also provide a copy of each map and MSDS to the Base Fire Department, Building 34 (Dispatch Office) immediately upon delivery of all hazardous material to construction site.

#### 1.46 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals with the intent to complete the Contract within budget, on schedule and in accordance with plans and specifications. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by the Contractor and the Government, and will be shared equally with no change in Contract price. To implement this partnership initiative, it is anticipated that thirty (30) days after Notice to Proceed, a team building workshop will be conducted. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Government.

#### 1.47 MISSOURI SALES AND USE TAX

In accordance with FAR Clause 52.229, notice is given that the contract price excludes the Missouri sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Section 144.062, RSMo., the Contracting Officer will issue and furnish to the Contractor an exemption certificate (example copy appears at the end of this section) for this project with the Notice to Proceed. The Contractor and the subcontractors will use the exemption certificate for this project in the purchase of supplies, materials and furnishings for incorporation in the project. The Contractor and the subcontractors shall furnish a copy of such certificate to all suppliers/materialmen from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. (KCD OC)

#### 1.48 ENTRY TO WHITEMAN AIR FORCE BASE

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. Whiteman AFB is a closed base pursuant to Sec. 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, however, required that control be exercised over Contractor personnel while working on the base. To maintain this control, an Entry Authorization List (EAL) of all Contractor personnel and Subcontractor's personnel that shall be working under the Contract, must be submitted to the Contracting Officer or his/her designated representative five (5) working days prior to start of work under this contract, in both paper and electronic form. The listing shall include, but not be limited to: Contract Number, Project Number, Employee: Full Name, last six (6) of Social Security number, and Vehicles: year, make, model, license plate number. Subsequent listings of all personell additions or deletions shall be submitted as employees are hired or released. A sample of and EAL is attached at the end of this section. EAL are normally processed on Tuesday and Thursday afternoons. To be processed they need to be received prior to noon on Tuesday or Thursday. The Contractor is responsible for collection of Base passes from personnel and subcontractor personnel when they no longer require entry to the Base. These list normal operating conditions at Whiteman AFB, the contractor shall expect occasional security changes due to Air Force Operations.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

\* \* \* \* \*

EXAMPLE

STATE OF MISSOURI

PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

UNITED STATES OF AMERICA

NAME OF EXEMPT ENTITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TAX IDENTIFICATION NUMBER (None required)

PROJECT IDENTIFICATION NUMBER \_\_\_\_\_

PLEASE PROVIDE THE PROJECT LOCATION AND A BRIEF DESCRIPTION BELOW:

CONTRACT DATE \_\_\_\_\_

CERTIFICATE EXPIRATION DATE \_\_\_\_\_

Contractors are required to provide a copy of this project exemption certificate to their vendors.

This project exemption certificate does not allow contractors to purchase machinery, equipment, or tools used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

The Contractor shall provide this project exemption to all subcontractors purchasing construction materials for this project.

SIGNATURE OF AUTHORIZED AGENT

EXHIBIT A

-- End of Section --

## SECTION 01312

## QUALITY CONTROL SYSTEM (QCS)

12/03

## PART 1 GENERAL

## 1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

## 1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

## 1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. The Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

## 1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS. Better system performance can be achieved by exceeding the minimum.

### **Hardware**

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for workstation / 256+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader, 8x speed or higher

SVGA or higher resolution monitor (1024 x 768, 256 colors)

Mouse or other pointing device

Windows compatible printer (Laser printer must have 4+ MB of RAM)

Connection to the Internet, minimum 56 BPS

### **Software**

MS Windows 98, ME, NT, or 2000

Word Processing software compatible with MS Word 97 or newer

Latest version of Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail), MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

## 1.4 RELATED INFORMATION

### 1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

### 1.4.2 Contractor Quality Control(CQC) Training

The Contractor will receive instruction from the Government on the use of QCS.

## 1.5 CONTRACT DATABASE

The Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

## 1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the items clarified in subparagraphs

1.6.1 through 1.6.5.

## 1.6.1 Administration

## 1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

## 1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail. The Contractor shall update the database for any additional subcontractors.

## 1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number with no numbers missing or duplicated. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C". All Contractor correspondence shall be forwarded in the original and three copies. If requested, the Contractor shall also forward an additional copy to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name and contract number, and shall have only one subject.

## 1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

## 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

## 1.6.2 Finances

## 1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINS equals the Contract Amount.

## 1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific

quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

#### 1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

##### 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government an original and one copy, both signed, of the daily CQC report.

##### 1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

##### 1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS. All deficiency not corrected the day discovered by the Contractor shall be listed and tracked.

##### 1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

##### 1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

### 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

### 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

#### 1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

#### 1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

### 1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

### 1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions.

The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

### 1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

## SECTION 01320

## PROJECT SCHEDULE, CONTRACTOR PREPARED NETWORK ANALYSIS (NAS)

## PART 1 GENERAL

## 1.1 SCOPE

This section covers requirements for Contractor Prepared Network Analysis System, complete.

## 1.2 GENERAL

The progress chart to be prepared by the Contractor pursuant to the CONTRACT CLAUSE titled "Schedule For Construction Contracts" shall consist of a network analysis system (NAS) as described below. The scheduling of construction is the responsibility of the Contractor and contractor management personnel shall actively participate in development of the network logic diagram so that intended sequences and procedures are clearly understood. The Contractor shall provide the NAS in either Arrow Diagram Method (ADM) or Precedence (PDM) format. The network diagram required for each submission of the NAS shall depict the order and interdependence of activities and the method by which the work is to be accomplished. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and provided the basis of all progress payments.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Preliminary Network Diagram; GA-RE.

Initial Detailed Network Diagram; GA-RE.

Monthly Reports, Data and Diagrams; GA-RE.

- a. Logic Report
- b. Criticality Report
- c. Cost of Earned Value Report
- d. Summary Network Diagram
- e. Narrative Report
- f. SDEF Data Disk

## 1.4 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor Progress. Lack of an approved schedule or scheduling personnel shall result in an inability of the Contracting officer to evaluate Contractor Progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below shall result in the disapproval of the entire project Schedule submission and the inability of the Contracting officer to evaluate Contractor progress for payment purposes. In case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

## PART 2 PRODUCTS

## 2.1 NETWORK ANALYSIS SYSTEM

### 2.1.1 Preliminary Network Diagram

The Contractor shall submit within 10 calendar days of the NOTICE-TO-PROCEED a preliminary NAS schedule covering the first 90 days of operation. The preliminary schedule shall be used for payment not to exceed 60 days after notice to proceed.

### 2.1.2 Initial Detailed NAS

The initial NAS shall be submitted within 40 calendar days after notice to proceed. It shall provide (1) a reasonable sequence of activities which represent work through the entire project and (2) a reasonable level of activity detail. Duration ranges for work activities shall generally be between three and twenty-two workdays. The schedule interval shall extend from notice to proceed through the contract duration specified in SPECIAL CLAUSE titled "Commencement, Prosecution, and Completion of Work" to contract completion date. Completion of the last activity in the schedule shall be constrained by the contract completion date such that if the projected finish of the last activity falls after the contract completion, then the float calculation shall reflect negative float. Interim milestone dates specified shall be so constrained also. Progress payments will be withheld until the Contractor submits an approvable schedule. Since it is understood that the contractor's logic and duration may change between the issuance of the Preliminary NAS and the Initial Detailed NAS, the Contracting Officer shall require a complete and comprehensive accounting of all modifications made to the Preliminary NAS to produce the Initial, Detailed NAS.

#### 2.1.2.1 Format of the Initial Detailed NAS

The diagram shall show a continuous activity flow from left to right. The diagrams shall be 36x48, minimum size unless explicitly modified by the Contracting Officer. The diagrams shall be legible, shall have activities 'grouped' or 'banded' by Project area, building or feature, and shall contain the following information:

- a. Activity number
- b. Activity description
- c. Duration in workdays
- d. Total float in workdays
- e. Logic ties
- f. Clearly marked critical path (s)
- g. 'Banded' or 'grouping' identification on each sheet
- h. Composed and/or milestone dates
- i. Scale of sufficiently large scale to render a legible diagram

Dates shall be shown on the diagram for start of the project, any milestones required by the contract, and contract completion. The critical path shall be clearly identified. Submittal, review, procurement, fabrication, delivery, installation, start-up, and testing of special or long lead-time materials and equipment shall be included in the NAS diagram. Government and other agency activities shall be shown. These include but are not limited to: notice to proceed, approvals, inspections, and utility tie in for phasing requirements. Procurement Activities: Task related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approval procurement, fabrications, and delivery.

- a. Activity Identifier: The field known as the activity number or activity ID shall consist of numeric or alpha/numeric entries. Each major building, area or feature of the work shall have blocks of numbers set aside to identify each such feature. These numbers shall generally be ascending with procurement having the lower number sets, with ascending sets of numeric identifiers being applied to activities in the schedule by area, feature or building. Skip numbering shall be used in minimum increments off tens. The

smallest set of numeric activity identifiers shall be used, with no spaces, left zero fills or other symbols to be used. The purpose of this requirement is to provide for simple, ascending activity numbers which will facilitate the computerized review and on-going use of the NAS database. The use of CSI codes, special account codes, identifiers or other matrices which the contractor may wish to use, or which are otherwise required herein, shall be input using data code fields other than the activity number/activity ID field.

b. Building, Area or Feature Codes: At least one alpha/numeric field in the scheduling software shall be used to provide a simple and clear identification of the building, area or feature which is represented by the activity.

c. Artificial Schedule Constraints: The NAS shall contain no set dates other than those shown in the Contract. The contractor shall review with the Contracting Officer's Representative each proposed set date which the contractor which the contractor proposes to include in the NAS and shall receive explicit approval for each closed date used in the NAS. The use of artificial float constraints such as 'Zero Free Float' or 'Zero Total Float' options are generally prohibited. The use of such features may be considered if fully justified by the contractor and explicitly approved by the Contracting Officer's Representative prior to its use in the NAS.

d. Other Software Options: If the contractor utilizes a scheduling software system which provides updating options such as 'Retained Logic' and 'Progress Override' the contractor shall use the 'Retained Logic' option for all updates to the NAS.

If the contractor desires to modify the approved NAS logic to correct out-of-sequence work, the contractor shall make a request in writing to the Contracting Officer defining the desired modification(s). No unilateral modifications shall be made by the contractor to the approved NAS.

Actual Start and Finish Dates shall not be automatically updated by default mechanisms that may be included in CPM software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from the Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish Dates on the Daily Quality Control Report for every in-progress or completed activity and insure that the data contained on the Daily Quality Control Reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's Schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

e. Resources: The contractor shall include in the NAS all major trades and equipment items required to construct the Project. The trades and major equipment items shall be identified by a unique code and the quantity of the resources shall be input into the scheduling software's 'resource' fields. Each Work activity shall have the planned resources identified as described above by specific trade type and/or equipment type. The resource file library and code listing shall be submitted by the contractor with the Initial, Detailed NAS, along with resource usage curves for each, individual resource code, shown by early and late usage as produced by the scheduling software database.

f. Negative Lags: Negative lags shall not be used in the contractor's NAS. If the contractor using PDM scheduling chooses to show-overlapping duration between related activities, start-to-start and finish-to-finish relationships shall be used, with appropriate and justifiable lags. If ADM is used by the contractor, dummies shall have duration of zero.

g. Dangles: The only 'dangling' activities in the network shall be the beginning activity such as 'notice of award' or 'notice to proceed' and the ending activity such as 'contract complete'. A start and/or end 'dangle' is defined as an activity whose start is restrained only by the start date of the project or subproject, and/or whose finish is restrained only by the end

date of the overall project or subproject.

h. Anticipated Weather: The contractor's 'holiday' or 'non-work day' file in the scheduling database shall have the anticipated lost weather days as listed herein input as non work days for each month of the calendar. This anticipated weather impact calendar should only be applied to activities which are subject to weather related delays.

#### 2.1.2.2 Report Formats

The Contractor shall submit a reproducible and two copies of the network diagram at the initial and quarterly updates and three copies of the specified reports at the initial and every monthly update throughout the life of the project. The format of the reports shall contain: Activity Number(s), Activity description, Original Duration, Remaining Duration, Early Start date, Late Start date, Early Finish date, Late Finish date, and Total Float. The three report formats are listed below.

a. Logic Report: This report shall list all activities sorted according to activity number. Activities shall be printed in ascending order of activity number. Any standard report which lists all activities including restraints in this manner is acceptable. This report shall include the detail information related stated above and shall include and display the preceding and succeeding activities.

b. Criticality Report: This report shall list all activities sorted in ascending order of total float. Activities which have equal values of total float shall be listed in ascending order of Early Starts.

c. Cost of Earned Value Report: Cost and/or Earned Value reports shall contain Estimated Earned Value, Percent Complete (based on cost), and Earnings to Date. This report shall compile Contractor's total earned value on the project from the Notice to Proceed until the most recent monthly progress meeting based on agreed progress between the Contractor and the Contracting Officer. Provided that the Contractor has submitted a complete schedule update, this report shall serve as the basis for determining Contractor payment. When the Bidding Schedule includes bid item(s), activities shall be grouped by bid item and then sorted by activity number(s). This report shall subtotal all activities in a bid item and provide a bid item percent complete and then total all bid items to provide a total project percent complete.

d. Summary Network Diagram: A Summary Bar Chart Network shall be submitted monthly. The summary bar chart shall be limited to 150 activities.

### 2.2 MONTHLY MEETINGS

A monthly meeting shall be conducted on site attended by the Contractor's project manager and appropriate Contracting Officer's representatives. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the NAS required to reflect the current status of the project. The Contracting Officer's representative shall approve activity progress, proposed revisions and adjustments, and the use of any optional calculations. The following shall be addressed:

#### 2.2.1 Actual Start and Finish Dates

The actual start and actual finish dates for all activities in progress or completed as appropriate.

#### 2.2.2 Estimated Remaining Duration

The estimated remaining duration for each activity in progress. Progress calculations must be based on remaining duration for each activity and be in an approved calculation mode. The Estimated Remaining Duration shall not be tie-to the Earned Value.

### 2.2.3 Earned Value

The earned value for each activity started but not completed. Payment shall be based on cost of completed activities plus cost to date of in-progress activities.

### 2.2.4 Logic Changes

All logic changes pertaining to change orders, on which a Notice to Proceed has been issued, Contractor proposed changes in activity sequence or duration, and corrections to schedule logic to avoid out of sequence progress. All logic changes shall be submitted for approval prior to their insertion into the approved NAS.

### 2.3 UPDATE OF NAS

Following the monthly progress meeting, a complete update of the NAS based on the approved progress, revisions, and adjustments agreed upon at the meeting shall be computed and submitted not later than 5 working days after the meeting. This update shall be subject to approval of the accurate entry of information agreed upon at the meeting. Actual starts and finishes, remaining duration, or percent complete shall not be automatically updated by default dates contained in many CPM scheduling software systems, except that early start for an activity which could start prior to the update. Activities which have posted progress without predecessor activities being completed shall be allowed only on a case by case approval of the Contracting Officer's representative who may require logic changes to correct all such out of sequence progress. No unilateral modifications shall be made to the approved NAS without the explicit approval of the Contracting Officer.

### 2.4 NARRATIVE REPORT

A narrative report shall be provided with each update of the NAS. This report shall include (1) a description of activities and progress along the four most critical paths, (2) a description of a current and anticipated problem areas or delaying factors and their impact, and (3) an explanation of the corrective actions taken. Only modifications that have been authorized and approved by the Contracting Officer shall be included in the schedule sub-mission. The narrative report shall specifically reference, on an activity by activity basis all changes made since the previous period and relate each change to documented, approved schedule changes. This report, along with the progress update above, shall provide the basis for the Contractor's progress payment request, and the Contractor shall be entitled to progress payments determined from the currently approved NAS update. If the Contractor fails or refuses to furnish the information and NAS data which, in the sole judgment of the Contracting officer, is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided a progress payment estimate and progress payment will not be made.

### 2.5 TIME IMPACT "FRAGNET" ANALYSIS

Within twenty calendar days from the notice to proceed of a change, or from the start of the impact of a mutually recognized changed condition, whichever event occurs first, the contractor shall submit a detailed Time Impact 'fragnet' analysis to the Contracting Officer. The Time Impact 'fragnet' will clearly demonstrate all activities associated with the changed condition, including estimated durations, costs, resources and proposed tie-in points of the 'fragnet' into the approved NAS. Should the contractor fail to submit the 'fragnet' analysis within the expired time period as specified above, it shall be mutually agreed between the contractor and the Contracting officer that the changed condition has no time impact. The foregoing shall not be construed to limit the Contracting Officer's authority to issue unilateral modifications to the Contract as provided for herein.

### 2.6 EXTENSION OF CONTRACT COMPLETION DATE

In the event the Contractor requests an extension of the contract completion date for any other contractual reason, he shall furnish such justification as the Contracting Officer may deem necessary for a determination of the Contractor's right to an extension of time under the provisions of the contract. In such event, the schedule revisions must clearly display that the Contractor has used in full all available float time for the work involved with the request. Actual delays that are found to be caused by the Contractor's own actions or lack of action, and which result in the extension of the projected contract completion date, shall not be cause for extension of the contract completion date. The Contracting Officer may find cause to extend the contract completion date under the contract in the absence of a request by the Contractor when, in the Contracting Officer's judgment, it is equitable.

## 2.7 EXTENSIONS OF TIME

Total Float is defined as the difference in time between the early start date and the late start date, or the difference between the early finish date and the late finish date. Total Float available in the schedule at any time shall not be considered as for exclusive use by either the Contractor or the Government. Extensions of time for performance of work required under CONTRACT CLAUSES titled, "Changes", "Differing Site Conditions", "Default (Fixed Price Construction)" or "Suspension of Work" will be granted only to the extent that equitable time adjustments for affected activities exceed the total float along their paths.

## 2.8 DATA DISK

A data disc shall be provided as required by paragraph: Scheduling System Data Exchange Format. The automated scheduling system utilized by the Contractor shall be capable of providing all requirements of this specification. As many data disk(s) as required in paragraph: Scheduling System Data Exchange Format shall be provided with the Preliminary Schedule, Initial schedule, Monthly Updates, and all NAS revisions or requests for revision.

## 2.9 SCHEDULING SYSTEM DATA EXCHANGE FORMAT

### 2.9.1 Application of this Provision

The data exchange format provides a platform for exchanging scheduling and planning data between various software systems. The Data Exchange Format shall allow project management systems to share information with other programs e.g. Resident Management System (RMS). Scheduling information shall be transferred from the contractor's project management system to the Government as described in this section.

### 2.9.2 Electronic Data Exchange File Required for All Schedule Submissions

#### 2.9.2.1 Schedule Data

The Contractor shall provide schedule data in the Data Exchange Format for each Preliminary, Initial, Monthly NAS Updates, and requests for time extensions or change proposals. The Contractor's failure to provide schedule data in the exact format described herein shall result in disapproval of the entire schedule submission.

#### 2.9.2.2 Transfer of Schedule Data

The entire set of schedule data shall be transferred at every exchange of scheduling data. Thus, for updates to existing projects, the data exchange file shall contain all activities that have not started or are already complete as well as those activities in progress.

### 2.9.3 Data Transfer Responsibility

The Contractor shall be responsible for Electronic Data Exchange File data that may have been lost or destroyed during transit between the Contractor and the

Contracting Officer. If Electronic Data Exchange File data is damaged during transit, then the Contractor shall provide the Contracting Officer with new Electronic Data Exchange File within two (2) working days of notification by the Contracting Officer.

#### 2.9.4 Data Consistency Responsibility

The Contractor shall be responsible for the consistency between the Electronic Data Exchange File and printed reports which accompany schedule submissions. If Electronic Data Exchange File and printed reports which accompany schedule submission differs, in any way, from the printed schedule reports or standard activity coding, then the Contracting Officer shall disapprove the entire schedule submission.

The Contractor shall provide the Contracting Officer with a completely revised, and consistent, schedule submission within 24 hours of notification of inconsistency by the Contracting Officer.

#### 2.9.5 Creating the Electronic Data Exchange File

The Contractor shall have the option of creating the electronic data exchange file by one of the three following methods.

##### 2.9.5.1 Commercially Available Software

The Contractor shall be required to secure software that meets this requirement. Many commercially available scheduling systems support the standard data exchange format. Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

##### 2.9.5.2 Interface Program

Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

##### 2.9.5.3 Manual Methods

Under this option the Contractor shall manually reformat his scheduling system report files or create all necessary data by manually entering all data into the Data Exchange Format.

#### 2.9.6 File Transfer Medium

All required data shall be submitted on 3 1/2" diskettes), formatted to hold 1.44 MB of data, under the MS-DOS version 5.0 (or higher) operating system. Higher data densities and other operating systems may be approved by the Contracting Officer if compatible with the Government's computing capability.

#### 2.9.7 File Type and Format

The data file shall consist of a 132 character, fixed format, "ASCII" file. Text shall be left justified and numbers shall be right justified in each field. Data records must conform, exactly, to the sequence column position, maximum length, mandatory values, and field definitions described below to comply with this standard data exchange format. Unless specifically stated, all numbers shall be whole numbers. All data columns shall be separated by a single blank column.

#### 2.9.8 Electronic Data Exchange File Name

The Contractor shall insure that each file has a name related to either the schedule data date, project name, or contract number. No two Electronic Data Exchange Files shall have the same name through out the life of this contract. The Contractor shall submit his file naming convention to the Contracting Officer for approval. In the event that the Contractor's naming convention is

disapproved, the Contracting Officer shall direct the contract to provide files under a unique file naming convention.

#### 2.9.9 Disk Label

The Contractor shall affix a permanent exterior label to each diskette submitted. The label shall contain the type of schedule (Preliminary Initial, Update, or Change), full project number, project name, project location, data date, name and telephone number of the Contractor's scheduler, and the MS-DOS version used to format the diskette.

#### 2.9.10 Standard Activity Coding Dictionary

The Contractor shall submit, with the initial schedule submission, a consistent coding scheme that shall be used throughout the project for the Activity Codes shown in paragraph: Activity Records of this section. The coding scheme submitted shall demonstrate that each code shall only represent one type of information through the duration of the contract. Incomplete coding of activities or an incomplete coding scheme shall be sufficient for disapproval of the schedule.

#### 2.10 DATA EXCHANGE FILE FORMAT ORGANIZATION

The Data Exchange File Format shall consist of the following records provided in the exact sequence shown below:

Paragraph Record Reference Description	Remarks
Volume Record	First Record on Every Data Disk
Project ID Record	Second Record
Calendar Record(s)	Minimum of One Record Required
Holiday Record(s)	Optional Record
Activity Record(s)	Mandatory Record
Precedence Records	Mandatory for Precedence Method
Unit Cost Record(s)	Optional for Unit Cost Projection.
Progress Record(s)	Mandatory for Updates
File End Record	Last Record of Data File

##### 2.10.1 Record Descriptions

###### 2.10.1.1 Volume Record

The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first record in every disk used to store the data exchange file shall contain the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

Description	Column Position	Max Len.	Required.		
			Value	Type	Just
RECORD IDENTIFIER	1- 4	4	VOLM	Fixed	
DISK NUMBER	6- 7	2	Number		Right

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "VOLM".

b. The DISK NUMBER field shall identify the number of the data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of "1". If more disks are required, then the second designated with a "3", and so on. Identification of the last data disk shall not be accomplished with the Volume Record. Identification of the last data disk is accomplished in the PROJECT END RECORD (see paragraph: File End Record).

## 2.10.1.2 Project ID Record

The Project ID Record is the second record of the file and shall contain project information in the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just
RECORD IDENTIFIER	1- 4	4	PROJ	Fixed	
DATA DATE	6- 12	7	-	ddmmyy	See(2)
PROJECT IDENTIFIER	14- 17	4	-	Alpha	Left
PROJECT NAME	19- 66	48	-	Alpha	Left
CONTRACTOR NAME	68-103	36	-	Alpha	Left
ARROW OR PRECEDENCE	105	1	A,P		Fixed
CONTRACT NUMBER	107-112	6	-	Alpha	Left
PROJECT START	114-120	7	-	ddmmyy	Filled
PROJECT END	122-128	7		ddmmyy	Filled

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "PROJ". This record shall contain the general project information and indicates which scheduling method shall be used.

b. The DATA DATE is the date of the schedule calculation. The abbreviation "ddmmyy" refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into 01MAR99. This same convention for date formats shall be used throughout the entire data format. To insure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

Abbreviation	Month
JAN	January
FEB	February
MAR	March
APR	April
MAY	May
JUN	June
JUL	July
AUG	August
SEP	September
OCT	October
NOV	November
DEC	December

c. The PROJECT IDENTIFIER is the maximum of four-character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by the Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers' shall verify that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.

d. The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation "Alpha" used throughout paragraph six, RECORD DESCRIPTIONS, refers to an Alphanumeric field value.

e. The CONTRACTOR NAME field shall contain the Construction Contractor's name edited to fit the space provided.

f. The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value "A" shall signify the

Arrow Diagramming Technique. The value "P" shall signify the Precedence Diagramming Technique. The ACTIVITY IDENTIFICATION field of the Activity Record shall be interpreted differently depending on the value of this field (see paragraph 2.10.1.6 b). The Precedence Record shall be required if the value of this field is "P" (see paragraph 2.10.1.6).

g. THE CONTRACT NUMBER field shall directly identify the contract for the project. For example, a complete Government construction contract number, "DACA41-98-C-0001" shall be entered into this field as "980001".

h. The PROJECT START shall contain the date that the project will start or has started. On Government construction projects, this date is the date that the construction contractor acknowledges the Notice to Proceed.

i. The PROJECT END shall contain the data that the contract must complete on or prior to. On Government construction projects, this date is the PROJECT START plus the contract period, typically expressed in a specific number of calendar days.

### 2.10.1.3 Calendar Record

The Calendar Record(s) shall follow the Project Identifier Record in every data file. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

Description	Column Position	Max Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1-4	4	CLDR	Fixed	
CALENDAR CODE	6-6	1	-	Alpha.	Filled
WORKDAYS	8-14	7		SMTWTFS	See (3)
CALENDAR DESCRIPTION	16-45	30		Alpha.	Left

a. The RECORD IDENTIFIER shall always begin with "CLDR" to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns.

b. The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity.

c. The WORKDAYS field shall contain the work week pattern selected with "Y" for Yes, and "N" for No. The first character shall be Sunday and the last character Saturday. An example of a typical five-(5) day workweek would be NYYYYYN. A seven-(7) day workweek would be YYYYYYY.

d. The CALENDAR DESCRIPTION shall be used to briefly explain the calendar used. optional Holiday Record(s) shall follow the Calendar record(s). The Holiday Record shall be used to designate specific non-work days for a specific Calendar. More than one Holiday Record may be used for a particular calendar. If used, the following format shall be followed:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	HOLI	Fixed	
CALENDAR CODE	6- 6	1	-	Alpha.	Filled
HOLIDAY DATE	8- 14	7	-	ddmmmyy	Filled
HOLIDAY DATE	16- 22	7	-	ddmmmyy	Filled
HOLIDAY DATE	24- 30	7	-	ddmmmyy	Filled
HOLIDAY DATE	32- 38	7	-	ddmmmyy	Filled
HOLIDAY DATE	40- 46	7	-	ddmmmyy	Filled
HOLIDAY DATE	48- 54	7	-	ddmmmyy	Filled
HOLIDAY DATE	56- 62	7	-	ddmmmyy	Filled
HOLIDAY DATE	64- 70	7	-	ddmmmyy	Filled
HOLIDAY DATE	72- 78	7	-	ddmmmyy	Filled

HOLIDAY	DATE	80- 86	7	-	ddmmyy	Filled
HOLIDAY	DATE	88- 94	7	-	ddmmyy	Filled
HOLIDAY	DATE	96- 102	7	-	ddmmyy	Filled
HOLIDAY	DATE	104- 110	7	-	ddmmyy	Filled
HOLIDAY	DATE	112- 118	7	-	ddmmyy	Filled
HOLIDAY	DATE	120- 126	7	-	ddmmyy	Filled

a. The RECORD IDENTIFIER shall always begin with "HOLI" and shall signify an Optional Holiday Calendar is to be used.

b. The CALENDAR CODE indicates which work week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.

c. The HOLIDAY DATE is to be used for each date to be designated as a non-work day.

#### 2.10.1.4 Activity Records

Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

Description	Column Posit	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	ACTV	Fixed	
ACTIVITY IDENTIFICATION	6- 15	10			See(2)
ACTIVITY DESCRIPTION	17- 46	30		Alpha.	Left
ACTIVITY DURATION	48- 50	3		Integer	Right
CONSTRAINT DATE	52- 58	7		ddmmyy	Filled
CONSTRAINT TYPE	60- 61	2			See(7)
CALENDAR CODE	63- 63	1		Alpha.	Filled
HAMMOCK CODE	65- 65	1	Y.	blank	Fixed
WORKERS PER DAY	67- 69	3		Integer	Right
RESPONSIBILITY CODE	71- 74	4		Alpha.	Left
WORK AREA CODE	76- 79	4		Alpha.	Left
MOD OR CLAIM NUMBER	81- 86	6		Alpha.	Left
BID ITEM	88- 93	6		Alpha.	Left
PHASE OF WORK	95- 96	2		Alpha.	Left
CATEGORY OF WORK	98- 98	1		Alpha.	Filled
FEATURE OF WORK	100-129	30		Alpha.	Left

a. The RECORD IDENTIFIER for each activity description record must begin with the four-character "ACTV" code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM) (see paragraph: Activity Records).

b. The ACTIVITY IDENTIFICATION consists of coding that differs, depending on whether the ADM or PDM method was selected in the Project Record (see paragraph: Project ID Record). If the ADM method was selected, then the field shall be interpreted as two right justified fields of five (5) integers each. If the PDM method was selected, the field shall be interpreted as one (1) right-justified field of ten (10) integers or alpha/numeric characters. The maximum activity number allowed under this arrangement is 99999 for ADM and 9999999999 for the PDM method.

c. The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.

d. The ACTIVITY DURATION contains the estimated duration for the activity on the schedule. The duration shall be based upon the workweek designated by the activity's related calendar. Reasonable durations are required to allow progress of activities to be accurately determined

between payment periods. A rule of thumb, that the Contractor should use is less than 2 percent of all non-procurement activities Original Durations shall be greater than 22 workdays.

e. The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT TYPE field. The CONSTRAINT DATE shall be the same as, or later than, the PROJECT START DATE. The CONSTRAINT DATE shall be the same as, or earlier than, the PROJECT END DATE.

f. The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE TYPE. Other types may be available from specific software manufacturers.

#### Code Definition

ES The CONSTRAINT DATE shall replace an activity's early start date, if the early start date is prior to the CONSTRAINT DATE.

LF The CONSTRAINT DATE shall replace an activity's late finish date, if the late finish date is after the CONSTRAINT DATE.

g. The CALENDAR CODE, as previously explained, relates this activity to an appropriate workweek calendar. The ACTIVITY DURATION must be based on the valid workweek referenced by this CALENDAR CODE field.

h. The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from the finish dates of its succeeding activity (or node). If the value of the HAMMOCK ACTIVITY field is "Y", then the activity is a HAMMOCK ACTIVITY.

i. The WORKERS PER DAY. This field may contain the average number of workers expected to work on the activity each day the activity is in progress. The total duration times the average number of workers per day shall equal the contractor's estimate of the total man days of work required to perform the activity.

j. The RESPONSIBILITY CODE shall identify the Subcontractor or major trade involved with completing the work for the activity.

k. The WORK AREA CODE shall identify the location of the activity within the project.

l. The MOD OR CLAIM NUMBER CODE shall be used to uniquely identify activities that are changed on a construction contract modification, or activities that justify any claimed time extensions.

m. The BID ITEM field shall designate the bid item number associated with the activity. The values of all the various activities shall sum to the amount stated in the Contract Bid Item Schedule.

n. The PHASE OF CONSTRUCTION shall designate the phase to which an activity is connected. This field shall be used for submittals, procurement, fabrication, site work or building or areas within a building, etc.

o. The CATEGORY OF WORK shall be from the following list:

CODE	DESCRIPTION
------	-------------

A Architectural  
 C Civil  
 E Electrical  
 F Fire Extinguish  
 H Hazardous/Toxic  
 M Mechanical  
 P Plumbing  
 R Roofing  
 S Structural  
 T Safety  
 X Administrative

p. The FEATURE OF WORK shall match those in the Resident Management System that is to be used on this project. See the attached RMS data sheets listing some examples of the features of work at the end of this Section.

#### 2.10.1.5 Precedent Record

The Precedence Record(s) shall follow the Activity Records if a Precedence Type Schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record (see paragraph: Project ID Record). The Precedence Record has the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PRED		Fixed
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See (2)
PRECEDING ACTIVITY	17- 26	10	-	Integer	
PREDECESSOR TYPE	28- 28	1	S,F,C		Filled
LAG DURATION	30- 33	4	-	Integer	Right

a. The RECORD IDENTIFIER shall begin with the four characters "PRED" in the first four columns of the record.

b. The ACTIVITY IDENTIFICATION identifies the activity whose predecessor shall be specified in this record. Refer to the Activity Record for further explanation on this field (see paragraph 2.10.1.4b).

c. The PREDECESSOR ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY IDENTIFICATION field.

d. The PREDECESSOR TYPE field indicates the type of relationship that exists between the chosen pair of activities. The PREDECESSOR TYPE field must, as minimum, contain one of the codes listed below. Other types of activity relations may be supported from specific software vendors.

#### Code Definition

S Start-to-Start relationship  
 F Finish-to-Finish relationship  
 C Finish-to-Start relationship

e. The LAG DURATION field contains the number of days delay between the preceding and current activity.

#### 2.10.1.6 Unit Cost Record

The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity Records. The fields for this record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
-------------	-----------------	-----------	-----------------	------	-------

RECORD IDENTIFIER	1-4	4	UNIT	Fixed
ACTIVITY IDENTIFICATION	6-15	10	-	Integer See (2)
TOTAL QTY	17-29	13	-	8.4 Right
COST PER UNIT	31-43	13	-	8.4 Right
QTY TO DATE	45-57	13	-	8.4 Right
UNIT OF MEASURE	59-61	3	-	Alpha. Left

a. The RECORD IDENTIFIER shall be identified with the four characters "UNIT" placed in the first four columns of the record.

b. The ACTIVITY IDENTIFICATION for each activity shall match the format described in the activity record (see paragraph 2.10.4b.).

c. The TOTAL QTY is the total amount of this type of material to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 25, 26, 27, 28, and 29.

d. The COST PER UNIT is the cost, in dollars and cents, for each unit to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain an ".0000" in columns 38, 39, 40, 41, and 42.

e. The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 53, 54, 55, 56, and 57.

f. The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity.

#### 2.10.1.7 Progress Record

Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One Record shall exist for each activity in-progress or completed. The fields for this Record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PROG		Fixed
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See(2)
ACTUAL START DATE	17- 23	7	-	ddmmmyy	Full
ACTUAL FINISH DATE	25- 31	7	-	ddmmmyy	Full
REMAINING DURATION	33- 35	3	-	Integer	Right
ACTIVITY COST	37- 48	12	-	9.2	Right
COST TO DATE	50- 61	12	-	9.2	Right
STORED MATERIAL	63- 74	12	-	9.2	Right
EARLY START DATE	75- 82	7	-	ddmmmyy	
EARLY FINISH DATE	84- 90	7	-	ddmmmyy	
LATE START DATE	92- 98	7	-	ddmmmyy	
LATE FINISH DATE	100-106	7	-	ddmmmyy	
FLOAT SIGN	108-108	1	+,-		Fixed
TOTAL FLOAT	110-112	3	-	Integer	Right

a. The RECORD IDENTIFIER shall begin with the four characters "PROG" in the first four columns of the record.

b. The ACTIVITY IDENTIFICATION for each activity for which progress has

been posted, shall match the format described in the Activity Record (see paragraph 2.10.4b.).

c. The ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START DATE contained in the Project Record (see paragraph 2.10.2h.). The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record.

d. An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. The ACTUAL FINISH DATE must be the same as, or later than the PROJECT START date contained in the Project Record. (See paragraph 2.10.2h.). The ACTUAL FINISH DATE must also be the same as, or prior to the DATA DATE contained in the Project Record.

e. REMAINING DURATION is required for all in-progress activities. Activities completed, based on time, shall have a zero (0) REMAINING DURATION.

f. Cost Progress is contained in the field COST TO DATE. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. The COST TO DATE shall not be tied to REMAINING DURATION. For example, if the REMAINING DURATION IS "0", the COST TO DATE may only be 95% of the ACTIVITY COST. This difference may be used to reflect 5% retainage for punch list items.

#### 2.10.1.8 File End Record

The File End Record shall be used to identify that the data file is completed. This record shall be the last record of the entire data file. The File End Record shall have the following format:

Description	Column Position	Max Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 33		END		Fixed

a. The RECORD IDENTIFIER for the File End Record shall be "End". No data contained in the data exchange file that occurs after this record is found shall be used.

### PART 3 EXECUTION

#### 3.1 TRANSFER OF SCHEDULE DATA INTO RESIDENT MANAGEMENT SYSTEM

The Contractor shall also be responsible for the downloading and uploading of the schedule data into the Resident Management System (RMS) that will be used onto the subject Contract prior to the RMS databases being transferred to the Government as part of the monthly and final payment requests.

#### 3.2 FEATURES OF WORK LISTINGS FOR RMS

The following Features of Work are to be typed as shown into the schedule as it applies to the project. The Feature of Work may have to be broken down as required in the software package selected to be used for obtaining the one 30 character field for the SDEF data exchange.

A/C SYSTEM, UNITARY TYPE  
 ACCESS FLOORING SYSTEM  
 ACOUSTICAL TREATMENT, CEILINGS  
 ADMINISTRATION & MOBILIZATION  
 ARCH FURNISHINGS, INT/EXT  
 ASBESTOS ABATEMENT  
 ASPHALT PAVING

BUILDER'S HARDWARE  
BUILDING INSULATION-RIGID/BATT  
CAISSONS & PILING  
CARPENTRY - FINISH  
CARPENTRY - ROUGH  
CASEWORK  
CAULKING & SEALANTS  
CENTRAL REFRIGERATION SYSTEM  
ACOUSTICAL TREATMENT, WALLS  
COMMUNICATION SYSTEM, PREWIRE  
CONCRETE CURBS, GUTTERS, S/W  
CONCRETE, CAST-IN-PLACE  
CONTAMINATED DEBRIS REMOVAL  
CONTRACT MODIFICATIONS, ADMIN  
DAMPROOFING / WATERPROOFING  
DEMOLITION  
DEMOUNTABLE PARTITIONS  
DIESEL GENERATORS  
DOORS - ACCORDIAN & PARTITION  
DOORS - HOLLOW METAL & FRAMES  
DOORS - REVOLVING  
DOORS - SLIDING ALUMINUM  
DOORS - VAULT, SECURITY  
DOORS - WOOD & FRAMES  
DRYWALL  
EARTHWORK - AGG BASE COURSE  
EARTHWORK - BORROW AND FILL  
EARTHWORK - EXCAVATION  
EARTHWORK - GRADING  
EARTHWORK - RIPRAP  
ELECTRICAL, A.T.S. & BP/ISO SW  
ELECTRICAL, AERIAL  
ELECTRICAL, HAZARDOUS AREAS  
ELECTRICAL, INT PNLBDS & SWGR  
ELECTRICAL, INTERIOR - FINISH  
ELECTRICAL, INTERIOR - LT FIXT  
ELECTRICAL, INTERIOR - ROUGH  
ELECTRICAL, LIGHTNING PROTECTN  
ELECTRICAL, PRIMRY SWGR & DIST  
ELECTRICAL, UNDERGROUND  
ELEVATOR SYSTEM  
ENERGY MONITORING CNTRL SYSTEM  
ENVIRONMENTAL PROTECTION  
EVAPORATIVE COOLING SYSTEM  
EXTERIOR CEMENT BOARD SYSTEM  
FENCING & GATES  
FINAL INSPECTION  
FIRE DETECTION & ALARM SYSTEMS  
FIRE SPRINKLER SYS, UNDERGRND  
FIRE SPRINKLER SYS, INTERIOR  
FIREPROOFING  
FLOOR COVERING, CARPET  
FLOOR COVERING, RESILIENT  
FOOD SERVICE EQUIPMENT  
FORMWORK, STRUCTURAL CONCRETE  
FUEL OIL SYSTEMS  
GAS PIPING SYSTEM, INTERIOR  
GLASS & GLAZING  
HEATING SYSTEM, HOT AIR & STM  
HOT WATER HEATING SYSTEM  
HTW LIQUID DISPOSAL  
HTW LIQUID REMOVAL  
HTW LIQUID TRANSPORTATION  
HTW LIQUID TREATMENT  
HTW SOIL DISPOSAL  
HTW SOIL TRANSPORTATION

HTW SOIL TREATMENT  
HTW SOIL REMOVAL  
HVAC CONTROL SYSTEMS  
HVAC DUCTWORK SYSTEM  
HVAC SYSTEMS  
INSTRUMENTATION  
IRRIGATION SYSTEM  
LABORATORY EQUIPMENT  
LANDSCAPING  
LATH AND PLASTERING  
LATH AND STUCCO  
MASONRY  
METAL DECKING  
METAL FRAMING  
METAL STUDS  
MISC METALS-CANPS, SCUT, EXP JTS  
OIL/WATER SEPARATOR  
PAINTING, SEALERS AND STAINS  
PAVING, RIGID  
PLUMBING, INTERIOR - ROUGH  
PLUMBING, INTERIOR - TRIM  
POL/WASTE OIL TANK  
PRECAST ARCHITECTURAL CONCRETE  
RADIO & PUBLIC ADDRESS SYSTEM  
ROLLUP/COILING, SHTRS/DRS/GRLS  
ROOFING, BUILT-UP  
ROOFING, METAL  
SALVAGE  
SEISMIC PROT FOR MECH & ELECT  
SHEETMETAL WORK, ARCHITECTURAL  
SIGNAGE, EXTERIOR  
SIGNAGE, INTERIOR  
SOIL REMEDIATION  
SOIL TREATMENT  
STEEL JOISTS  
STRUCTURAL STEEL  
SYSTEMS FURNITURE  
TANK REMOVAL, ABOVE-GROUND  
TANK REMOVAL, UNDERGROUND  
TELEPHONE SYSTEM, EXTERIOR  
TELEPHONE SYSTEM, INTERIOR  
TEST AND BALANCE, AIR & WATER  
THERMAL INSULATION, MECH SYS  
THERMAL INSULATION, PIPING SYS  
TILE, CERAMIC  
TILE, QUARRY  
TILE, TERRAZZO  
TOILET PARTITIONS/ACCESSORIES  
U.G. SITE - GAS  
U.G. SITE - SEWER  
U.G. SITE - STORM  
U.G. SITE - WATER  
WALL COVERINGS  
WATER TREATMENT EQUIP & SYSTEM  
WELLS, EXTRACTION  
WELLS, MONITORING  
WELLS, WATER  
WINDOW WALLS AND DOORS  
WINDOWS  
WINDOW COVERINGS  
X-RAY SHIELDING  
FIRESTOPPING  
EARTHWORK - CLEARING & GRUBBNG  
HOISTS AND CRANES  
U.G. SITE - MECHANICAL  
LEAD ABATEMENT

PLAYGROUND SAFETY SURFACING  
PLAYGROUND EQUIPMENT  
FOUNDATION PREPARATION  
EXCAVATION (UTILITIES)  
EARTHWORK-EXCAVATION TRENCHING  
EXT/INT STEEL STUDS & DRYWALL

-- End of Section --



#### 1.2.4 Web Sites

In addition to the web sites listed in this section, other RFP Sections may list web sites where design criteria references used in this solicitation package may be found.

NOTE: FOR ITEMS (a), (b), AND (c) BELOW, REFERENCES TO RECEIVING APPROVAL FROM OTHER GOVERNMENT AGENCIES FOR ALTERNATIVE DESIGNS ARE NOT APPLICABLE TO THIS PROJECT. THE CONTRACTOR IS THE DESIGNER WHEN READING THESE DOCUMENTS. ALL ITEMS LISTED BELOW ARE CONSIDERED TO BE A PART OF THE RFP SOLICITATION DOCUMENT (AS APPLICABLE) AND THE RESULTANT CONTRACT.

(a) TECHNICAL MANUALS (TM), TECHNICAL INSTRUCTIONS (TI), AIR FORCE MANUALS (AFM), ENGINEERING TECHNICAL LETTERS (ETL), ARMY ARCHITECTURAL AND ENGINEERING DESIGN CRITERIA (AEI), SUSTAINABLE DESIGN DOCUMENTS, AND MILITARY HANDBOOKS (MIL HANDBK) can be obtained from the National Institute of Building Sciences Construction Criteria Base (CCB) on CD-ROM. Contact the CCB directly at (202) 289-7800 for an order form or obtain an order form at the following Internet address: <http://www.ccb.org/ccbsubscribe/Subsmain.asp>. There is a regular annual subscription fee to the CCB (Price is noted on internet address, currently \$700 per year). The CCB is available on CD-ROM or DVD. Selected references are also available for downloading in Acrobat .pdf file format at the following Internet address:

<http://www.hnd.usace.army.mil/techinfo> .

Additional web sites are as follows:

(1) TECHNICAL MANUALS, ETL's, ETC:

[www.usace.army.mil/inet/usace-docs](http://www.usace.army.mil/inet/usace-docs)

(2) AIR FORCE DESIGN CRITERIA

<http://afpubs.hq.af.mil>

(3) UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS)

The Contractor shall provide project specification in accordance with Paragraph 3.2, herein. This includes Government Provided Specifications as referenced in Paragraph 3.2.2. The Contractor will utilize UFGS (Specintact) specifications to develop project specifications, the Government has them located on the CD-ROM issued with solicitation (Specsintact files under a directory labeled "Guides". An Index of available UFGS sections is included in Attachment No. 3 of this RFP. Specsintact software is available on the CCB referred to paragraph (a) above or may be downloaded at the following internet address:

<http://si.ksc.nasa.gov/specsintact/software/software.htm>. SI Version 3.0 (Version SI3.3.460) or later shall be used. The new unified submittal format shall be selected for file format. A copy of the software (SI Version 3.0) has been included on the CD-ROM issued with this solicitation. See folder: "Software", file "si3.exe".

#### 1.3 ENGLISH UNIT REQUIREMENTS

This project shall be developed and accomplished using "English Unit" measurement.

## 1.4 DEFINITIONS

### 1.4.1 Contractor

Firm or company to whom award was made to design and construct the Education Center, located at Whiteman AFB, Missouri.

### 1.4.2 Design

Documents or deliverables, as defined in this section, prepared by or under the direct supervision of registered professional architects and engineers and proposed by the Contractor to meet the requirements of this solicitation.

### 1.4.3 Design Drawings

Documentation showing in graphic and quantitative form the extent, design, location, relationships, and dimensions of the construction to be provided by the Contractor. (Note: Shop Drawings, as defined in Section 01330: SUBMITTAL PROCEDURES are not to be provided until after design drawings are determined satisfactory for construction.)

### 1.4.4 Designer

Architects and Engineers (A-E) associated with the Contractor who are responsible for (1) preparing the design documents, (2) checking construction submittals for compliance with the prepared Construction set design documents and (3) have the qualifications and experience specified herein.

### 1.4.5 Request For Proposal (RFP)

Documents furnished to prospective offerors containing proposal information and specifying criteria and project requirements for design and construction of the Education Center, located at Whiteman AFB, Missouri. The documents include this specification, attachments, and the RFP drawings.

## 1.5 QUALITY ASSURANCE (SEE SECTIONS 00110 AND 01451)

## 1.6 SUBMISSION OF DESIGN DRAWINGS, SPECIFICATIONS AND DESIGN ANALYSES

### 1.6.1 Design Certification

Within each design submittal, the Contractor shall certify that all items submitted in the design documents comply with the requirements of the RFP. The criteria specified in this RFP are binding contract criteria and in case of any conflict, after award, between the RFP criteria and Contractor's submittals, the RFP criteria will govern unless there is a written and signed agreement between the Contracting Officer and the Contractor waiving a specific requirement. The Contractor shall present with the letter of transmittal for each design submittal (including the 100% corrected design submittal) a certification that the submittal (plans, specifications, design analysis, etc.) complies with the requirements stated above, similar to that shown at Attachment A of this section.

#### 1.6.1 Deviations

Deviations from the RFP technical requirements shall be identified in the letter of transmittal. Deviations from the RFP technical requirements may be considered and accepted by the Contracting Officer if the change result in a significant improvement to the project or it exceeds the minimum RFP technical requirements as determined by the Contracting Officer.

#### 1.6.2 Field Inspection

The Contractor shall verify field conditions, which are significant to design, by field inspection, researching and obtaining all necessary existing facility as-built drawings and reproducing them for his own use as necessary, and discussing status with knowledgeable personnel. The information shall be reflected in the design documents. The contractor shall arrange and conduct all necessary actions to schedule appointments with base personnel, gain access to existing utility systems, conduct existing files research, and perform data gathering to verify existing conditions for preparation of the design documents.

#### 1.6.3 Drawings

- a. Software Requirements: All design drawings shall be done by the Contractor in MICROSTATION V8.0 .dgn file format. See Section 01780 CLOSEOUT SUBMITTALS.
- b. RFP Drawings: RFP Drawings will be furnished in AutoCAD file format with this solicitation and are considered useable for planning purposes, they will be furnished electronically in the solicitation to allow Offerors electronic files to layout their site and housing concept.

Design documents, as required by the Final design submittal stated hereafter, shall include construction drawings, specifications and design analysis/calculations for categories such as, but not limited to, architectural, interior design, structural, mechanical, electrical, grading, drainage, paving, and outside utility services. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturer's recommendations. The design analysis shall be for each discipline of work and shall include all features with the necessary calculations, tables, methods and sources used in determining equipment and material sizes and capacities, and shall provide sufficient information to support the design.

#### 1.6.4 Design Reviews

Two design reviews will be held for project under the base bid. Special Note: The complete process and all requirements will be repeated as detailed in the specifications if the optional work is awarded. The contractor shall assume the base work and optional work will not be awarded at the same timeframe or can be combined under one single design effort.

All review conferences will be held at Whiteman AFB, Missouri. The first design review will be for the 100 percent Site Design and 65% Building Design in one review package. The second review will be a backcheck review of the 100% Corrected Site Design and the 100% Building Design. The Government may call for a review conference of the 100% Corrected Building Design if comments and designs

issues are not solved through means of Dr Checks and correspondence. This may require a single discipline needed to attend or several design team members to attend. Once the Corrected Final Designs (100 percent Site and Building) are reviewed and determined to be satisfactory for the purpose of beginning construction, the Contractor shall prepare and distribute full sets (site and Building combined) of documents for construction. The Contractor shall attend the design reviews, visit the site and make other trips as necessary during the design to accomplish the work.

#### 1.6.5 Document Packaging

The design submittals include the Final 100% Site and 65% Building, and 100% Building (complete design for all design disciplines, based on the RFP drawings and specifications for stages of design required and listed herein. These documents shall be packaged and stamped "For Review Only - 100% Final Site Design and 65% Building Design" and "For Review Only - 100% Final Building Design", each sheet of the drawings shall also be stamped. The Corrected Final (100 percent) backcheck design submittal (Site and Building), after the Government review of the Final (100 percent) design, shall be stamped "100% Corrected Design"; and each sheet of the drawings shall also be stamped. The 100% Corrected Design submittal is for making corrections resulting from review comments and for preparing the final "For Construction" documents. Once, the 100% corrected design submittal has been approved and corrected, the Contractor shall prepare and submit the "For Construction" set of design documents. These documents shall be packaged and stamped "For Construction", and each sheet of drawings shall also be stamped. Once the "For Construction" design is deemed compliant by the Government, any changes to the plans and specifications shall be submitted as a deviation in accordance with Section 01330 Submittal Procedures. No additional time for completion of the contract will be granted to the Contractor due to insufficient design submittals. See paragraph 3.6.6 "Government Design Review and Acceptance" for additional requirements.

## 2 PRODUCTS

### 2.1 MATERIAL REQUIRED FOR 100% FINAL SITE AND 65% BUILDING DESIGN AND 100% FINAL BUILDING DESIGN SUBMITTAL:

All drawings included in the required technical data for the proposal submission shall be developed to design stages required below for completion. A licensed professional engineer or architect shall perform all design and calculations. A licensed professional engineer or architect shall stamp all drawings. The following design documents shall be provided in the design submittals. Note: Various drawings for design are listed to submit at "100% Only". For those listed as such, no 65% Design drawing is required.

#### 2.1.1 Site/Infrastructure

- a. Environmental Protection Plan: The Contractor shall prepare and submit, with the 100% Design review documents, an Environmental Protection Plan in accordance with the requirements of Section 01355 ENVIRONMENTAL PROTECTION, including the recycling of Freon refrigerant. As an Appendix to the Environmental Protection Plan, the Contractor shall include copies of all environmental reports, permits, approvals, applications, and associated documents as an Appendix to the Environmental Protection Plans.

- b. Location Plan and Vicinity Map: The Location Plan and Vicinity Map provided in the Request for Proposal (RFP) shall be updated as necessary and included in the drawings. The Location Plan shall include the Contractor's access route, staging area, stockpile area, and the overall project site.
- c. Removal Plan: The removal plan will show the existing physical features and condition of the site before construction. Each physical feature to be removed shall be hatched as indicated on the standard legend sheet, a legend on the removal plan, and properly noted: to be removed, to remain, or to be relocated. The Removal Plan shall be prepared at the same drawing scale and use the sheet boundaries as the Site Plan.
- d. Site Plan: The Site Plan shall show all the site layout information necessary to field locate the houses, street work, driveways, sidewalks, patios, privacy fence, security fence, recreation areas, and all other appurtenances to be constructed as part of the project. All major site work to be constructed will be dimensioned for size and location. The Site Plan will identify all site-related items such as: curbs, driveways, walks, retaining walls, mechanical units, electrical transformers locations, etc. in accordance with a standard legend sheet or with additional legends or notes. The contractor shall consider the project's construction area, drawing legibility, number of sheets required in choosing the drawing scale. The Site Plan, prior to adding the dimensions and notes, should serve as the base sheet to other Plans, such as: Utilities Plan, Grading and Drainage Plans and Landscape Plan. Existing and proposed contours or utility lines shall not be shown on Site Plan. Physical features that will remain after the proposed construction has been completed shall be shown. This plan, or the Location Plan, will also show any free zones, construction limits, etc. Whenever the Site Plan occupies more than one sheet of drawings, a Key Plan shall be included. Additional plans showing specific areas of the site in smaller scales can be included if more detail is necessary.
- e. Site Details: The Contractor shall provide details for all site furnishings, equipment, fencing, accessories, handicap accessible ramps, signage, and any other site structure or item requiring a detail for clarity and construction accuracy.
- f. Landscape Plan: A detailed Landscape Plan showing trees, shrubs, ground cover, and seeded or sodded areas shall be prepared by the Contractor. The Landscape Plan shall be prepared by a fully qualified, experienced professional Landscape Architect. The Contractor shall specify types of plant materials that are locally grown, commercially available and acclimated to the project environment. The Landscape Plan shall include a plant materials schedule or listing. This schedule shall include botanical names, common names, key, size and the method of transplanting. The Landscape Plan shall also show all un-surfaces ground areas disturbed by construction within the project limits with these areas shown to be seeded or sodded as required.
- g. Landscape Details: The Contractor shall verify the methods of planting to meet the project site/installation requirements and provide the necessary Landscape Details to perform the contract design work. Details shall reflect local practices and conditions for installation.
- h. Pavement Plan: The pavement plan will show the existing streets and condition of the pavement prior to construction. The survey plan shall be

used to create the pavement plan. This drawing shall be used to indicate the location of any pavement work required.

- i. Grading and Drainage Plan: A final grading and drainage plan shall be provided at the same scale as the site plan. New and existing grading contours shall be indicated at 1 ft contour intervals. Indicate the finished floor elevation of structures. Plans shall show the layout of the new and existing storm drainage and roof drainage systems. Provide spot elevations at building corners, changes in grade, etc. Storm drainage lines and structures shall be labeled. The rim elevation of all manholes, curb inlets, and area inlets shall be indicated. Provide location and description of benchmarks and indicate vertical and horizontal datum's.
- j. Storm Drain and Culvert Profiles: Provide profiles of any new storm drains and culverts showing new and existing grades, new and existing utilities, pavement sections in detail, pipe diameters and lengths, pipe slopes, invert elevations, etc. Class and gauge of all storm drain and culvert pipes shall be provided.
- k. Foundation Drainage System: Provide plan, typical cross section, and details of the foundation drainage system.
- l. Drainage Structure Details: Provide typical details of all storm drainage structures. The use of alternate details shall be approved prior to submitting the final design documents. A, B, C, and D dimensions of all storm drain and subdrain structures shall be shown. Dimensions may be shown on either the storm drain schedule, the storm drain profiles, or on the storm drain structure detail drawings.
- m. Storm Water Pollution Prevention Plan (SWPPP) Site Map: Provide a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, areas which will not be disturbed, locations of major structural and nonstructural erosion controls identified in the SWPPP, locations where stabilization practices are expected to occur, locations of off-site material, waste, borrow or equipment storage areas, surface waters (including wetlands), and locations where storm water discharges to a surface water.
- n. Erosion Control Details: Provide details of best management practices used to control erosion.
- o. Typical Pavement Sections and Details: Provide typical driveway, sidewalk, patio, pavement overlay, curb and gutter, curb ramps, and road repair sections and details.
- p. Typical Driveway Pavement Joint Layout Plans: Provide typical pavement joint layout plans for each type of housing unit provided. Each type of joint shall be shown with a different symbol and a joint legend provided. Under no circumstances shall pavement joint layout plans be combined with any other plans.
- q. Typical Patio Joint Layout Plans: Provide typical joint layout plans for the patio area for each type of housing unit provided. Each type of joint shall be shown with a different symbol and a joint legend provided. Under no circumstances shall pavement joint layout plans be combined with any other plans.

- r. Sanitary Sewer and Water Plans: Sanitary sewer and water plans shall show locations of new and existing mains and service lines, elevation of sewer pipe, valves, connections. Thrust blocks, manholes, etc. Scale to match site plans.
- s. Natural Gas Plans: Scale to match site plans for natural gas plans. Natural gas distribution system plans shall include, but not limited to, the following:
  - Locations of existing mains and service lines, including those to be removed.
  - Locations of new gas service mains and service lines, including points of connection to existing piping.
  - Trench installation Details for both the main lines and the service lines.
  - Valve Box Details.
  - Gas Service Regulator Assembly Detail.
  - Cathodic Protection Details.
- t. Electrical Distribution Plans (Scale to match site plan): Electrical distribution plan shall show site lighting (street and walkway), primary cable routing (new and existing) pad-mounted transformers & switches, and secondary service laterals. Scale to match site plans.
 

Show the following:

  - Site lighting (street and walkway)
  - Primary cable routing (new and existing)
  - Pad-mounted transformers & switches
  - Secondary service laterals
  - On-Site One Line Diagram
- u. On-Site Distribution Transformer Schedule (with the following headings:)
  - Transformer Designation
  - Transformer Size (KVA)
  - Building(s) Served
  - Primary Phase(s) and Circuit to which connected.
- v. On-Site Details (Site Lighting, Trenching, etc.)

#### 2.1.1.1 Required Site Infrastructure Specifications (100% Complete):

Required technical specifications Kansas City District Guides for site and infrastructure shall be complete and fully edited to reflect and coordinate with the drawings. All specification indexes shall be completely edited to reflect the paragraphs retained in the body of the specification. All references that have not been used in the body of the specification shall be edited from the technical specification.

For Asbestos Abatement Specification: Procedures for demolition of structures with Category I nonfriable asbestos-containing materials in place are described in Section 01400 SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION. The Contractor shall comply with applicable Federal and state regulations.

For Lead-Based Paint: Any lead-based painted architectural components proposed for removal prior to demolition shall be identified in writing and the removal procedures and associated health and safety protocols shall be provided. Where lead-based painted surfaces will remain in the units for demolition, follow the protocols described in Section 01400 SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION.

*Note: Much of the site work requires the specific use of Government Provided Guide Specifications as indicated in Attachment and Paragraph 3.2.2. GOVERNMENT PROVIDED GUIDE SPECIFICATIONS, herein. In other areas of site work, which do not require the specific use of a Government Provided Guide Specifications, the Contractor shall produce final specifications as required by Paragraph 3.2 SPECIFICATIONS.*

#### 2.1.2 Building

Submit for each typical housing type.

a. Floor Plans: (Scale 1/4" = 1'-0")

Show the following:

- Overall dimensions
- Room description with dimensions and areas
- Furniture layouts
- Vanities
- Appliances and Equipment Locations
- Plumbing fixtures locations
- Door swings
- Patio, Walks, Screening, fencing
- Storage
- Service (trash) area
- HVAC and hot water heater locations
- Calculated gross and net floor areas
- Electrical switches, outlets, telephone jacks, CATV jacks
- Electric light fixture locations and schedule
- Equipment Layout
- Smoke/carbon monoxide detectors

b. Exterior Elevations:

Show all sides of a building complete with notes indicating the exterior finish materials shall be shown.

c. Interior Elevations:

Show the following as a minimum

- 
-

d. Building Cross Sections for Each Type of Building:

Show the following as a minimum

- Structural system
- Building materials
- Finishes
- Vertical dimensions

e. Typical Wall Section:

Show the following as a minimum:

- Typical wall
- Foundation
- Floor and roof section
- Materials
- Cavity wall
- Party wall w/STC rating
- Fire rated construction with UL or Gypsum Association File No.
- Thermal Insulation

f. Finish Schedule: Show finish schedule of all rooms.

g. Fire and Sound Rated Assemblies: Show the construction of fire and sound rated assemblies in detail and note on the drawings the tested design upon which the construction is based. Note any modification to materials or method of construction. Detail all penetrations of rated partitions.

h. Detail References: All details shall be referenced to floor plans, elevations or sections.

i. Cabinet Elevations: Cabinet elevations shall note cabinet sizes.

j. Foundation and Floor Slab Plans:

Show:

- Dimensions and materials of foundation system (If not shown on any other typical drawing)

k. Structural Floor and Roof Framing Plans:

Show as a minimum:

- Structural framing members and spacing dimensions
- Details of any main structural framing members or connections such as beams, headers, etc.

l. Architectural Rendering: Contractor shall provide ground level perspective artist's renderings with completed with walks, parking, and landscaping. Renderings shall be no smaller than 17 inches by 29 inches (excluding mating and frame), multi-colored, and shall be suitably titled, matted, and framed. Computer generated Renderings are not acceptable.

m. Color Boards: The Contractor shall submit a minimum of three (3) complete sets of color boards within 120 calendar days of receipt of Notice to Proceed. Construction color Boards shall be submitted in a 3-ring notebook binder with all materials securely mounted on rigid 8-1/2 by 11-inch presentation (mat) board, with a maximum spread of 25-1/2 by 33 inches for foldouts, clearly coded regarding location of materials in the facility. 2. An index shall be provided listing pertinent contract specifications and drawings for each sample and any proposed substitutions or variances shall be so designated. The Contractor shall also certify, in writing, that all submittal items technically comply with the project specifications. 3. Color boards shall reflect all actual finish textures, patterns, and colors required for this contract as specified on the Interior Room Finish Schedule, the Exterior Finish Schedule and Interior Finish Materials Legend located in the Contract Drawings, and the sample requirements of the submittal registers. All materials must be labeled with the manufacturer's name, pattern and color reference. Patterned material samples (i.e., carpet) must be of sufficient size to enable evaluation of the pattern. Samples shall be keyed or coded to match any key or code system in the Contract Drawings. 4. The Contractor shall express mail a minimum of three (3) copies of the color boards to the Contracting Officer. The Contracting Officer will forward one copy of the colorboards to CENWK-EC-D for review and concurrence. Concurrence or comments will be provided not later than 45 calendar days after receipt of the submittal. This paragraph does not cover the quality of finishing materials. The quality, physical requirements, and method of installation shall be submitted with the appropriate shop drawings. The Contractor shall not submit any of the above requirements with the color boards. Specific locations where the various materials are required are shown on the drawings.

n. Consumer Information for Handicapped Requirements: The Contractor shall furnish a report including drawings in accordance with the Uniform Federal Accessibility Standards, paragraph 4.34.4 "Consumer Information" for the modified and adaptable features..

### 2.1.3 Specific Mechanical And Plumbing Requirements

Required Plans, Diagrams, Schedules and Details on Unit Mechanical Drawings (100% Only Design Stages):

#### a. Mechanical Floor Plan:

The floor plans shall show all principle architectural features of the building which will affect the mechanical design. The floor plan shall also show the following as a minimum:

- Room designations
- Mechanical legend and applicable notes
- Location of all ductwork or piping (double line ductwork required 100% only)
- Location and capacity of all terminal units (i.e., registers, diffusers, grilles, hydronic baseboards)
- Exhaust fans and hood locations
- Size of all ductwork and piping shown 100% only
- Thermostat location
- Location of heating equipment
- Location of air conditioning equipment (Condensing Unit Refrigerant Piping and Sizing. 100% only)
- Transfer grilles
- Flue piping - location; sizing 100% only

- Piping diagrams 100% only
- Location of all Mechanical Equipment, including Furnace, Condensing Unit, Exhaust Fans, Hood, etc.
- Locations of all Balancing Dampers and Access Panels 100% only.
- Location of Combustion Air and Furnace Flues; sizing 100% only.
- Natural Gas Service Entrance and location of Gas Piping; sizing 100% only.

b. Equipment Schedule Sheet:

Complete equipment schedules shall be provided. Schedule shall also include:

- Capacity
- Electrical characteristics
- Efficiency (if applicable)
- Manufacturer's name
- Any optional features to be provided
- Physical size
- Water Heater Schedule.
  - Furnace/AC Coil Schedule.
- Condensing Unit Schedule.
- Exhaust Fan Schedule.
- Lab Hood Schedule.
  - Register and Grille Schedule.
- Exhaust Fan Schedule.

c. Details:

Construction details, sections, elevations, etc. shall be provided where required for clarification of methods and materials of design. All roof and exterior wall penetrations shall be detailed on the drawings. As a minimum, the following Details and Schedules shall be provided:

- Furnace Connection Detail, including Gas Piping, Flexible Connectors, and Filter Access 100% only.
- Side-Views of Mechanical Equipment Room to ensure proper space exists for installation of Furnace and Water Heater with associated Ductwork, Piping, and Flues 100% only.
- Condensing Unit Mounting Detail 100% only.
- Exhaust Fan Details 100% only.
- Roof and Exterior Wall Penetrations shall be detailed 100% only.
- Below Slab Radon Piping Installation Detail.
- Radon Piping Manifold Detail.
  - Water Service Entrance Detail.
- Water Heater Detail.
- Furnace AC Coil Condensate Drain Detail.
- Radon Sump Pump Details.
- Dishwasher Hook-Up Detail, including Connection to Disposal and Sink 100% only.
- Sump Pump Detail.

## d. Plumbing Floor Plan:

The floor plan shall show all principal architectural features of the building that will affect the plumbing design. The floor plan shall also show the following as a minimum:

- Room designations
- Plumbing Legend and applicable Notes.
- Fixture Schedule and Fixture designations
- Location of utility entrances
- Waste, vent, and hot and cold water pipe locations (sizes 100% only)
- Location of hot water heater
- Plumbing riser diagram 100% only
- Location of Water Service Entrance.
- Water Heater, Furnace, and Floor Drain Locations.
- Water Heater Flue Piping, including Venting through Roof.
- Plumbing Vents through Roof locations.
- Waste Piping Cleanout Locations.
- Wall Hydrant Locations.
- Sprinkler/Fire Protection features
- Water Hammer Arrestor Locations 100% only.
- Access Panels and locations 100% only.

- e. Plumbing Plans: Separate-plumbing plans will not be required if sufficient information can be shown on the mechanical plans to meet the requirements shown above.

## 2.1.4 Specific Electrical Requirements

## a. Electrical Floor Plan:

The floor plans shall show all principle architectural features of the building which will affect the electrical design. The floor plan shall also show the following as a minimum:

- Room designations
- Electrical legend and applicable notes
- All lighting fixtures, properly identified
- Location of all smoke detectors
- Location of telephone outlets
- Location of television outlets
- All switches for control of lighting
- All receptacles
- The location and designation of all panelboards. Plans should clearly indicate type of mounting required (flush or surface) and be reflected accordingly in specifications.
- Service entrance (conduit and main disconnect)
- Location, designation and rating of all motors and/or equipment which requires electrical service.
- Show method of termination and/or connection to motors and/or equipment.
- Show all necessary junction boxes and disconnects
- Controllers (approximate only), conduit stubs and receptacles required to serve the motor and/or
- equipment. (100% only)

- b. Building Riser Diagram (from pad-mounted transformer to unit load center panelboard): Indicate the types and sizes of all electrical equipment and wiring. Include grounding and metering requirements.
- c. Unit Load Center Panelboard Schedule(s):  
 Schedule shall indicate the following information:  
 --Panelboard Characteristics (Panel Designation, Voltage, Phase, Wires, Main Breaker Rating and Mounting  
 --Branch Circuit Designations.  
 --Load Designations  
 --Circuit Breaker Characteristics (Number of Poles, Trip Rating, AIC Rating)  
 --Branch Circuit Connected Loads (AMPS).  
 --Any Special Features
- d. Lighting Fixture Schedule:  
 (Schedule shall indicate the following information:)  
 --Fixture Designation  
 --General Fixture Description  
 --Number and Type of Lamp(s)  
 --Type of Mounting  
 --Any Special Features
- e. Details: Construction details, sections, elevations, etc. shall be provided where required for clarification of methods and materials of design.

## 2.2 DESIGN ANALYSIS & DESIGN CALCULATIONS

Design analysis and design calculations shall include complete site and housing unit descriptions and design calculations for storm drainage improvements, utility distribution systems, structural elements, electrical and mechanical systems, and roadway pavement and shoulder design.

### 2.2.1 Storm Drainage System Calculations

Storm Drainage System Calculations shall include the following:

- a. Drainage area map showing boundaries of each drainage area and respective drain inlet or culvert.
- b. Storm run-off calculations for each drainage area.
- c. Tabulation of capacities of new storm drains including: diameter and slope of storm drain pipes, design storm discharge and velocity for each storm drain pipe, maximum discharge capacity of each storm drain pipe, headwater depth of each culvert during design storm discharge.

### 2.2.2 Foundation Drainage System Calculations

Foundation Drainage System Calculations shall include selection of pipe sizes and sump pump calculations.

### 2.2.3 Structural Design Calculations

Design calculations are required for all structural elements. Calculations shall be stamped by a registered structural engineer.

### 2.2.4 Mechanical Design Analysis

- a. Water Supply Calculations: Submit calculations at Final (100 percent) design stages to determine correct main water supply to each unit and/or building.
- b. Mechanical Calculations: Complete mechanical design calculations shall be provided for all equipment such as furnaces, cooling coils, condensing units, piping, exhaust fans, air duct design, louvers, gas services and piping, plumbing, water heaters, etc. Heating and cooling calculations may be provided by computer analysis (i.e., Elite Software Inc., Trane Trace Load 700, Carrier E20-II Hourly Analysis Program (HAP) version 3.04 loads program etc.). Also, see paragraph 3.4 "Design Analysis".

### 2.2.5 Electrical Design Analysis

All design and calculations for the electrical systems shall be performed by a licensed professional engineer with experience in family housing, and shall be stamped as such. The design shall be a separate bound assembly, in one or more volumes, of all the functional and engineering criteria, design information, and calculations applicable to the project design. The analysis shall be organized in a format appropriate for review, approval, and record purposes. The design calculations shall be presented in a clear and legible form, with all methods and references identified, and all assumptions and conclusions explained.

#### a. Load Calculations

(1) A demand load calculation shall be provided.. Include catalog cuts of the electrical data for the HVAC equipment that was selected by the mechanical designer.

(2) Calculate the demand load for each pad-mounted distribution transformer. The HVAC load and any site lighting loads are added to this figure to arrive at the transformer demand load.

(3) Calculate the demand load for each phase of each circuit of the primary distribution system. The loads shall be computed using the same method as outlined for the pad-mounted transformers in the previous paragraph.

(4) In addition to the complete load calculations required hereinbefore, provide load summary tables which group and identify each type of demand load calculated.

#### b. Voltage Drop (VD) Calculations

(1) Select conductor sizes of primary feeders and calculate maximum footage for each phase of each primary circuit, using a maximum allowable VD for each circuit.

(2) Select conductor sizes of site lighting circuits and calculate the VD for each circuit. (Maximum allowable VD = 3%).

(3) Select service lateral conductor sizes and calculate the maximum length (in feet) of each different type of service lateral using a maximum allowable VD of 3%.

(4) Select unit feeder conductor sizes for each individual living unit and calculate the VD for the worst case branch circuit. The combined voltage drop for the service laterals, unit feeders, and branch circuit shall not exceed 5%.

(5) Short Circuit Calculations: Calculate the available fault current at the main breaker of the individual living-unit load center panel. A coordination study shall be provided for all fuse selections.

### 3 EXECUTION

#### 3.1 DRAWINGS

Prepare, organize, and present drawings in the format specified herein. Provide drawings complete, accurate and explicit enough to show compliance with the RFP requirements and to permit construction. Drawings illustrating systems proposed to meet the requirements of the RFP performance specifications shall reflect proper detailing for each such system to assure appropriate use, proper fit, compatibility of components and coordination with the design analysis and specifications required by this section. Coordinate drawings to ensure there are no conflicts between design disciplines and between drawings and specifications.

##### 3.1.1 Drawings Format

Full size drawings are considered 28 inches x 40 inches. Half-size drawings are considered 14 inches x 20 inches. Title block shall be as indicated in the Kansas City District CADD Standards Manual. The Cover Sheet of the Contractor prepared drawings shall bear the stamp or seal and signature of the registered architect or appropriate engineer responsible for the work and proposed to meet the RFP requirements. Drawing code numbers for the design and construction drawings shall be as follows:

Drawing Code: AF 730-441-01

##### 3.1.2 Drawings Sequence

Arrange drawings by design discipline in accordance with Kansas City District CADD Standards Manual.

#### 3.2 SPECIFICATIONS

The Contractor shall develop specifications utilizing the Unified Facilities Guide Specifications (UFGS given on the CD-ROM as an option for use by the Offeror) will be used subject to the format, coding and submittal paragraph requirements. References to the "Architect/Engineer" and the "Owner" shall be changed to refer to the "Government" or "Contracting Officer," as appropriate. The specifications shall clearly identify, where appropriate, the specific products chosen to meet the requirements of the specifications (manufacturers' brand names and model numbers or similar product information). The Contractor shall be responsible for coordinating references, along with the technical requirements, to specific specification sections (number and title) within the project specifications. Section references (title and number) shall be revised to reflect the titles and numbers of specification sections used.

For required materials (catalog cuts) submitted under SECTION 00110 PROPOSAL SUBMISSION AND EVALUATION, if sufficient information is indicated, notwithstanding some interior and site requirements, which require both specifications and catalog cuts, the Contractor can furnish the catalog cut information provided under 00110 for the final specification usage in the construction documents. If used, the catalog cuts must demonstrate the "General Usage", "Product" and "Execution" (Manufacturer's Installation) instructions.

Catalog Cuts shall display an intro sheet with a spec number for easy reference and indexing as combined with fully written specifications for a complete, concise set of construction specifications.

### 3.2.1 Division 1 Specification Sections

Include Division 1 specifications (already edited by the Government) sections 01780 CLOSEOUT SUBMITTALS, 01320 PROJECT SCHEDULE, 01330 SUBMITTAL PROCEDURES, 01355 ENVIRONMENT PROTECTION, 01400 SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION AND RENOVATION, and 01451 CONTRACTOR QUALITY CONTROL. These sections are contained in the RFP as part of the project specifications without change. Copies of these sections are included with the RFP on the advertised CD-ROM. Any other Division 1 Specifications required by the Contract shall be the responsibility of the Contractor. No other Division 1 Specifications will be required, unless specified otherwise in this solicitation or required by the Contractor.

### 3.2.2 Government Provided Guide Specifications

Infrastructure work requires the use of Government Provided Guide Specifications (see list below). The contractor is required to fully incorporate these sections and present them at the 100% design stage. No catalog cut information from Section 00110 may be used in place of specifications listed below. They are mandatory for design and construction. These Specifications and Software are included on the Advertised CD-ROM:

SECTION 02220 Demolition  
 SECTION 02230 Clearing and Grubbing  
 SECTION 02300 Earthwork  
 SECTION 02315 Excavation, Filling, and Backfilling for Buildings  
 SECTION 02620 Subdrainage System  
 SECTION 02700 Asphaltic Concrete Intermediate Leveling and Surface..  
 SECTION 02712 Lime-Modified Subgrade  
 SECTION 02722 Graded, Crushed Aggregate Base Course and Rigid ...  
 SECTION 02748 Bituminous Tack and Prime Coats  
 SECTION 02760 Field Molded Sealants for Sealing Joints in Rigid Pavement..  
 SECTION 02763 Pavement Markings  
 SECTION 02770 Concrete Sidewalks, Curbs and Gutters, and Exterior...  
 SECTION 03100 Structural Concrete Formwork  
 SECTION 03200 Concrete Reinforcement  
 SECTION 03300 Cast-In-Place Structural Concrete  
 SECTION 03350 Non-Metallic Light-Reflective Surface-Hardened Concrete.

### 3.2.3 Format For Project Specifications

Submit the project specification, including a Cover page and Table of Contents, printed with a word processor using good quality white paper. The corrected final (100 percent) specifications with review comments incorporated shall be cleaned up (without marked-up edits) and submitted in both hard copy and on magnetic media (A Microsoft Windows compatible CD-ROM and compatible with the Microsoft Word 2000 format. The Cover page and attachments to specification sections shall be prepared in a Microsoft Word (compatible with Microsoft Word 2000) format. Carbon copies are not acceptable.

Each specification section shall include a Section Table of Contents, which is combined with the page numbering of the specification section.

The Cover page shall be similar to the RFP Cover page and shall include:

- a. Project title, Project Number, activity and location
- b. Construction contract number
- c. Construction Contractor's name and address
- d. Design firm's name and address
- e. Names of design team members (Designers of record) responsible for each Contractor prepared technical discipline of the project specification
- f. Name and signature of a Principal of the design firm

The Table of Contents shall list the 16 Divisions contained in CSI format and the specification section numbers and titles contained in the project specification.

### 3.3 CONSTRUCTION SUBMITTALS

All construction submittals shall be in accordance with Section 01330, "SUBMITTAL PROCEDURES".

Construction submittal types and products, including the submittal description numbers and data package numbers, shall be included in the specification sections, where required. When appropriate, use specific product terms instead of the generic product terms contained in the specifications sections (e.g., asphalt shingles, built-up roofing, EPDM single ply, etc. vs. roof covering; concrete masonry units, brick, metal siding, etc. vs. exterior skin; mineral fiber board, block, batt or blanket, polystyrene, polyurethane, polyisocyanurate board vs. insulation).

#### 3.3.1 Submittals Register (Form)

Prepare and maintain a Submittals Register. The Submittal Register (ENG Form 4288 "Submittal Register" shall be prepared. Additional instructions for completing the form are contained in Section 01330, "Submittal Procedures."

Fill in columns "c" through "f" and submit with the 100 percent design submittal. The Submittal Register will be returned to the Contractor along with the reviewed and accepted design.

Resubmit the Submittal Register as a construction submittal as required in Section 01330, "SUBMITTAL PROCEDURES." The Contractor shall provide an electronic copy of the accepted submittal register, three (3) working days prior to the pre-construction conference. Remaining columns will be filled in at the appropriate time and by the appropriate authorities during construction.

### 3.4 DESIGN ANALYSES

Prepare design analyses (basis of design and calculations) for each applicable design discipline. The design analyses shall be a presentation of facts to demonstrate that the concept of the project is fully understood and that the

design is based on sound engineering. The design analysis for each discipline shall include:

- a. A basis of design consisting of:
  - (1) An introductory description of the project concept which addresses the salient points of the design;
  - (2) An orderly and comprehensive documentation of criteria, rationale, assumptions and reasoning for system selection.
- b. Calculations required to support the design. Complete site and building design calculations for utility distributions systems, structural elements and electrical and mechanical systems. Include computations for sizing equipment, air duct design, and U-factors for ceilings, roofs and exterior walls and floors. Contractor shall employ commercially available energy analysis techniques to determine the energy performance of all-passive systems and features. Use of hourly energy load computer simulation (e.g., TRNSYS, DOE 2.1 Blast, etc.) is required. Performance calculations shall also determine the peak-cooling load of all passive solar unit types. These calculations can be used to size the unit's mechanical systems.
- c. Equipment Schedule. Based on the results of calculations, provide a complete list of the materials and equipment proposed for heating and plumbing, with the manufacturer's published cataloged product installation specifications and roughing-in data. The heating equipment data shall include the manufacturer's wiring diagrams, installation specifications, ARI certification, and the standard warranty for the equipment. In addition, provide the manufacturer's published cataloged capacities for supply diffusers as evidence that the arrangement of supply air outlets in each room will provide the throw and spread characteristics required to cover completely all exterior wall surfaces with the blanket of warm air at the proper design velocities.
- d. Project Engineering Considerations and Instructions (ECI) for Final Design Analysis. The Contractor shall not make reference to the RFP solicitation to avoid stating the requirements for the basis for design.

#### 3.4.1 Engineering Considerations And Instructions (ECI) For Field Personnel

##### 3.4.1.1 Separate Appendix

Under a separate appendix in the Final Design Analysis, the Design-Build Contractor shall include the following items:

- a. Features critical to the quality of the final construction product requiring special attention.
- b. Submittals requiring special attention during construction.
- c. Special user requirements or instructions.
- d. Assumed field conditions, pertinent significant aspects, or critical phases of the project used as a basis of project design.

#### 3.4.1.2 Format

Format for ECI's shall include the following information:

"ENGINEERING CONSIDERATIONS AND INSTRUCTIONS

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Designer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Discipline: \_\_\_\_\_

Design-Build designers have prepared the following engineering considerations and instructions (ECI). These ECI's should be followed during the construction of the above project. If you have any questions, contact the appropriate Design-Build designer."

#### 3.4.1.3 Distribution of ECI's

In addition to including ECI's in a separate appendix of the final design analysis and after acceptance of the 100 percent corrected design and prior to the start of construction, the design-build Contractor shall e-mail a copy of the ECI's to the appropriate U.S. Army Corps of Engineer's Field representative for his consideration with a copy also sent to the appropriate individual in following office(s): CENWK-EC-C and CENWK-PM-M. The Government will provide the names and e-mail addresses to the design-build Contractor at either the pre-design or pre-construction conference.

#### 3.4.2 Requests For Information, Meeting Minutes And Comments

Copies of Requests for Information (RFI) made by the Contractor to the Government shall be included as an appendix to the design analysis. An index of each RFI, which documents the RFI number, the date RFI given to Government, the date the RFI is answered and the Action Response provided by the Government.

A copy of all meeting minutes and design review comments (if any) with action responses shall be included as an appendix to the design analysis.

Appendices for RFI's and Meeting Minutes and design review comments shall have page numbering that follows the same format as for Calculations listed above.

#### 3.5 DESIGN CERTIFICATION

The Contractor shall provide certification signed by an officer of the Contractor's company attesting that the drawings, specifications and design analyses prepared for the construction of the facility meet or exceed the requirements of the RFP. The certification shall accompany the submission of the design documents along with names and disciplines for the designers of record. This design certification shall include a list of approved or upward deviations (variations) from the solicitation or accepted final design. Prepare

the design certification and transmittal letter in the format shown on Attachment A included at the end of this section.

### 3.6 REVIEW BY GOVERNMENT AGENCIES

#### 3.6.1 Distribution Of Design Documents For Conformance Review

Government agencies shall receive review documents twenty one (21) days prior to review conferences. Agencies reviewing documents, and in the quantities indicated, are listed below. All documents must contain an index of contents. Work shall be completed to the percentage required prior to conference. Design work shall not continue during the review period between the 100% design submission and the 100% design review conference. All submittals shall be transmitted by express mail. Originals of transmittal letters should be sent to the Kansas City District and copies should accompany each mail package. Transmittal letters shall indicate distribution by use of the "ATTN" code shown in the address. Design document set shall include the items listed below. Some of the Construction submittals are also listed. Design submittals shall be submitted as a complete package. The distribution listed below also applies to all design reviews and design package accepted for construction.

##### 3.6.1.1 Submittal Items

The submittal items listed below are intended to identify the different design submittals required throughout the design process and select submittals required during and at the completion of Construction. Each submittal item has an Abbreviation, which will be used in conjunction with the number of required copies. See paragraphs 3.6.1.3 through 3.6.1.6 for required copies for distribution.

##### SUBMITTAL ITEM - ABBREVIATION

Design Analysis Narrative - DANar  
 Design Analysis Calculations - DACalcs  
 Specifications - Specs  
 Submittal Register - SubReg  
 Drawings (1/2 size) - Dwg-1/2  
 Drawings (Full size) - Dwg-full  
 Meeting Minutes with Annotated Comments and Other Attachments - MMin  
 As-Built Drawings - Asblt  
 Electronic Media Drawings - EMDwg  
 Electronic Media Specifications - EMSpecs  
 Electronic Media Design Analysis - EMDA  
 Design Certification Letter - DCLet  
 Color Board - ColBd  
 DD Form 1354 - Transfer and Acceptance of Military Real Property - DD1354  
 Environmental Protection Plan - EP Plan  
 Engineering Considerations and Instructions - ECI  
 Renderings - Rend

##### 3.6.1.2 Activity Distribution Addresses

U.S. Army Engineering District, Kansas City  
 ATTN: CENWK-PM-M, Mr. Rick Whitsell  
 601 E. 12st  
 Kansas City, Missouri 64106  
 Phone: (816) 983-3465

U.S. Army Engineering District, Kansas City  
ATTN: CENWK-EC-C, Mr. Vannaman  
601 E. 12st  
Kansas City, Missouri 64106  
Phone: (816) 983-3197

Fort Leonard Wood Resident Office  
US Army Corps of Engineers  
ATTN: CENWK-FM-WD, Mr. Rex Ostrander  
PO Box 200  
Fort Leonard Wood, Missouri 65473  
Phone: (573) 596-0081

Whiteman Resident Office  
US Army Corps of Engineers  
ATTN: CENWK-FM-WD-W, Mr. Jay Rudy  
PO Box 7003  
Whiteman AFB, Missouri 65305  
Phone: (660) 563-2311

HQ ACC/CECW  
ATTN: Mr. Vance Mitchell  
129 Andrews Street, Suite 317  
Langley AFB, VA 23665-2769  
Phone: (757) 764-6242

509<sup>th</sup> CES/CEC  
660 10<sup>th</sup> Street, Suite 211  
ATTN: Mr. Randy White  
Whiteman AFB, Missouri 65305  
Phone: (660) 687-6389

Gould Evans Goodman  
4041 Mill Street  
ATTN: Jeff Lewis  
Kansas City, Missouri 64111  
Phone: (816)931-6655

### 3.6.1.3 Final 100 % Site & 65% Building Design Distribution

See paragraphs above explaining Submittal Abbreviation Codes and Activity Distribution Addresses. The number of copies required for each submittal item is listed below.

<u>Activity</u>							*GOULD EVANS &
<u>CENWK-PM-M</u>	<u>CENWK-EC-C</u>	<u>CENWK-FM-WD</u>	<u>HQ, ACC/CECW</u>	<u>509 CES/CEC</u>		<u>CENWK-FM-WD-W</u>	
DANar-	6	2	2	2	10	3	
DACalcs-	6	2	2	2	10	3	
Specs-	6	8	2	2	10	3	
SubReg-	2	2	2	-	-	3	
Dwg-1/2-	6	8	2	2	10	3	
MMin-*(1)	6	2	2	2	10	3	
EMDwg-*(2)1		-	-	-	-	1	
DCLet-	6	2	2	2	10	1	
Colbd-*(3)1		-	-	1	1	1	
EP Plan	1	-	1	1	1	1	
Rend-*(4)	0	-	-	0	0	0	
ECI-	2	2	2	1	2	2	

\*100 PERCENT SITE SUBMITTAL NOTES:

\*(1) To be submitted after Review Conference per requirements of this section.

\*(2) Electronic Media Drawings:

Fifteen (15) percent of all drawings, representative of all design disciplines, shall be submitted in AutoCAD 2000 on CD-ROM to verify that the CADD standards being specified are complied with.

\*(3) Color boards shall show actual color samples of all proposed exterior and interior finishes.

\*(4) Renderings are full size, framed, and matted as noted in this specification. Ensure adequate packing if mailed.

\*(5) Distribution for Gould Evans Goodman and CENWK-FM-WD-W is as shown for each addressee.

#### 3.6.1.4 Final 100 % Design Distribution

See paragraphs above explaining Submittal Abbreviation Codes and Activity Distribution Addresses. The number of copies required for each submittal item is listed below.

<u>Activity</u>							GOULD EVANS &
<u>CENWK-PM-M</u>	<u>CENWK-EC-C</u>	<u>CENWK-FM-WD</u>	<u>HQ, ACC/CECW</u>	<u>509 CES/CEC</u>	<u>509 CES/CEC</u>	<u>CENWK-FM-WD-W</u>	
<u>Submittal</u>							
<u>item</u>							
DANar-	6	2	2	2	10	3	
DACalcs-	6	2	2	2	10	3	
Specs-	6	8	2	2	10	3	
SubReg-	2	2	2	-	-	3	
Dwg-1/2-	6	8	2	2	10	3	
MMin-*(1)	6	2	2	2	10	3	
EMDwg-*(2)	1	-	-	-	-	1	
DCLet-	6	2	2	2	10	1	
Colbd-*(3)	1	-	-	1	1	1	
EP Plan	1	-	1	1	1	1	
Rend-*(4)	1	-	-	0	0	0	
ECI-	2	2	2	1	2	3	

\*100 PERCENT HOUSING SUBMITTAL NOTES:

\*(1) To be submitted after Review Conference per requirements of this section.

\*(2) Electronic Media Drawings:

Fifteen (15) percent of all drawings, representative of all design disciplines, shall be submitted in AutoCAD 2000 on CD-ROM to verify that the CADD standards being specified are complied with.

\*(3) Color boards shall show actual color samples of all proposed exterior and interior finishes (Resubmit only if changed from 65% design).

\*(4) Draft pencil sketch rendering for review is to be submitted (full size). Ensure adequate packing if mailed.

\*(5) Distribution for Gould Evans Goodman and CENWK-FM-WD-W is as shown for each addressee.

### 3.6.1.5 Corrected Final (100 Percent) Design Distribution

See paragraphs above explaining Submittal Abbreviation Codes and Activity Distribution Addresses. The number of copies required for each submittal item are listed below.

<u>Activity</u>							GOULD EVANS &
<u>CENWK-PM-M</u>	<u>CENWK-EC-C</u>	<u>CENWK-FM-WD</u>	<u>HQ, ACC/CECW</u>	<u>509 CES/CEC</u>	<u>CENWK-FM-WD-W</u>		
<u>Submittal</u>							
<u>item</u>							
DANar-	6	2	2	2	10	4	
DACalcs-	6	2	2	2	10	4	
Specs-	6	8	2	2	10	4	
SubReg-	2	2	2	-	-	4	
Dwg-1/2-	6	8	2	2	10	4	
MMin-*(1)	6	2	2	2	10	4	
EMDwg-*(2)	1	-	-	-	-	1	
DCLet-	6	2	2	2	10	1	
Colbd-*(3)	1	-	-	1	1	1	
EP Plan	1	-	1	1	1	1	
Rend-*(4)	2	-	-	1	2	1	
ECI-	2	2	2	1	10	4	
DD1354-*(4)	1	1	1	1	1	1	

\*CORRECTED FINAL (100 PERCENT) DESIGN SUBMITTAL NOTES:

\*(1) Electronic Media Drawings AutoCAD 2000 on CD-ROM shall be submitted to verify that the CADD standards being specified are complied with.

\*(2) Color Boards are not required if there are no changes from the previous design submittal and if only minor changes are required, submit applicable coded samples (with tape ready for application) and corrected color legend. If major changes to the color board are required, resubmit the Color boards with actual color samples of all proposed exterior and interior finishes and revised corrected color legend.

\*(3) All Final Renderings are full size, framed, and matted as noted in this specification. 509 CES receives the original. All others are color copies. Includes high definition Jpeg of rendering on CD. Ensure adequate packing if mailed.

\*(4) Draft submittal of DD Form 1354.

\*(5) Distribution for Gould Evans Goodman and CENWK-FM-WD-W is as shown for each addressee.

#### 3.6.1.6 "For Construction" Set Distribution

See paragraphs above explaining Submittal Abbreviation Codes and Activity Distribution Addresses. The number of copies required for each submittal item are listed below.

<u>Activity</u>	<u>CENWK-PM-M</u>	<u>CENWK-EC-C</u>	<u>CENWK-FM-WD</u>	<u>HQ, ACC/CECW</u>	<u>509 CES/CEC</u>	<u>GOULD EVANS &amp; CENWK-FM-WD-W</u>
<u>Submittal</u>						
<u>Item</u>						
DANar-	6	2	2	2	10	4
DACalcs-	6	2	2	2	10	4
Specs-	6	8	2	2	10	4
SubReg-	2	2	2	-	-	4
Dwg-1/2-	6	8	2	2	10	4
MMin-*(1)	6	2	2	2	10	4
EMDwg-*(2)	1	-	-	-	-	1
DCLet-	6	2	2	2	10	1
Colbd-*(3)	1	-	-	1	1	1
EP Plan	1	-	1	1	1	1
Rend-*(4)	1	-	-	1	1	1
ECI-	2	2	2	1	10	4

\*"FOR CONSTRUCTION" SET SUBMITTAL NOTES:

Copies shall incorporate any additional comments made to the Corrected Final (100 percent) design submittal.

\*(1) Electronic Media Drawings (AutoCAD 2000), Electronic Media Specifications (compatible with MS Word 2000), and Electronic Media Design Analysis (compatible with MS Word 2000) and Adobe Acrobat 5.0. The Design Analysis Calculations shall be included with the design analysis narrative and shall be scanned and saved in Adobe Acrobat 5.0. The design analysis and calculations shall utilize bookmarks for each chapter of the design analysis and each appendix or calculations.

Electronic Media shall be on CD-ROM (Recordable compact disk with minimum 650 megabyte capacity)

\*(2) Reflects all changes made through accepted Corrected Final (100 Percent) Design. Color Boards are not required if there are no changes from the previous design submittal and if only minor changes are required, submit applicable coded samples (with tape ready for application) and corrected color legend. If major changes to the color board are required, resubmit the Color boards with actual color samples of all proposed exterior and interior finishes and revised corrected color legend.

\*(3) Framed and matted color Renderings and electronic copy of scanned image of rendering on CD (If different than previous rendering submittal)

\*(4) In addition, the Contractor shall e-mail the designated offices a copy of the ECI per requirements stated in this section.

### 3.6.1.7 As-Built Submittals

See paragraphs above explaining Submittal Abbreviation Codes and Activity Distribution Addresses. The number of copies required for each submittal item are listed below.

<u>Activity</u>		<u>CENWK-PM-M</u>	<u>CENWK-EC-C</u>	<u>CENWK-FM-WD</u>	<u>HQ, ACC/CECW</u>	<u>509 CES/CEC</u>	<u>CENWK-FM-WD-W</u>
Submittal Item							
Asblt-	*	*	*	*	*	*	*
DD1354-*(1)	1	1	1	1	1	1	1

\*NOTES for As-Built Submittals:

\*See Section 01040, AS-BUILT DRAWINGS for requirements.

\*(1) Final submittal of DD Form 1354.

3.6.1.8 Design Submittal Alternative

The design-build Contractor may submit hard copy design analysis, design analysis calculations and appendices, specifications, submittal register, design certification letter, and engineering considerations and instructions on CD-ROM in an Adobe Acrobat 5.0 .pdf format and maximum of 2 hard copies per office per submittal listed above (CD's are substituted for hard copy numbers). If this alternative is selected, each of these documents shall utilize bookmarks with titles, which ease the review of the design. Each design submittal item and submittal item components shall be made easy to find (i.e. each specification section, chapters and appendices of design analysis, and each submittal item). This alternative will only be allowed if the design-build Contractor presents a legible and easy to review design. Failure to meet this requirement on one design submittal will result in requiring all future submittals and resubmittals to be hard copy as required above, at no additional cost to the Government.

3.6.2 Review Comments:

For each design review submittal, the Contractor will be furnished comments from Kansas City District and other agencies involved in the review process approximately 18 days after receipt and review conference will be held approximately 21 days after receipt. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he/she shall clearly outline, with justification reasons for noncompliance at the design review conference in order that the comments can be resolved. Annotated comments, including the disposition of all comments shall be furnished in writing by the Contractor within five (5) days of the review conference and shall be recorded in the Contractor prepared Meeting Minutes described in paragraph 3.7.6.1. The written documentation shall be forwarded in the same quantities to the distribution list shown in paragraph: "Distribution of Design Documents for Conformance Review" above.

### 3.6.3 Using Automated Review Management System:

Conference and post conference action: Government personnel, from the above Government Agencies, will present review comments for discussion and resolution. Copies of comments, annotated with comment action agreed on, will be made available to all parties before the conference adjourns. Unresolved problems will be resolved by immediate follow-on action at the end of conferences. Valid comments will be incorporated. After receipt of final corrected design documents upon incorporation of all backcheck comments (as many backchecks as are deemed necessary by the Government will be conducted), the Kansas City District will recommend acceptance to proceed with construction. The Government intends to utilize the Dr. Checks review system, which is available at: [www.buildersnet.org/drchecks](http://www.buildersnet.org/drchecks), for processing review comments and responses. Access rights will be provided to the Design-Build Contractor after contract award. The Government, however, reserves the right to not accept design document submittals and withhold design payments, if comments are of too great significance. In this case, every effort shall be made during follow-up action between the Contractor and the Kansas City District to resolve conflicts and problems such that documents can be fully accepted. However, if final submittal(s) are incomplete or deficient, requiring correction by the Contractor and resubmittal for review, the cost of rehandling and reviewing will be deducted from payment due the Contractor at the rate of \$1000.00, for each design discipline requiring resubmittal, per submittal. "Design Disciplines" in this paragraph consist of Architectural, Structural, Mechanical, Electrical, and Civil/Site work.

### 3.6.4 Delays

Delays caused by the Contractor in completion of the Final (100 percent) design or the Corrected Final (100 percent) design will not be considered as valid reason to delay completion of the entire design. The Government may not be held liable for delays caused by re-submittal efforts caused by designs submitted, which are rejected by the reviewers.

### 3.6.5 Reproduction (For Construction):

Upon the Government's completion of the review of the Corrected Final (100 percent) Design submittal, the Contractor shall reproduce copies of the design documents (accepted for the purposes of beginning construction), subject to the incorporation of the Corrected Final (100 percent) design review comments. The Cover Sheet of the Contractor prepared drawings shall bear the stamp or seal and signature of the registered architect or appropriate engineer responsible for the work and proposed to meet the RFP requirements. The date on each drawing shall reflect the month and year that the drawings were cleared for the purposes of beginning construction. The Cover Sheet of the drawings, Cover Sheet of the Specifications, and Cover Sheet of the Design Analysis shall include the date that the design documents were cleared for the purposes of beginning construction and all cover sheets shall be stamped "For Construction". The Contractor shall provide corrected (100 percent) specifications in both hard copy and electronic media (compatible with MS Word 2000). Distribution shall be as indicated above. The originals will be retained by the Contractor for recording of as-built conditions. Upon completion of the project, the accepted design documents corrected to reflect as-built conditions shall be supplied to the Government. See Section 01040 AS-BUILT DRAWINGS for as-built drawing requirements.

### 3.6.6 Government Design Review And Acceptance

#### 3.6.6.1 Design Review Conference and Post-Design Review Conference Action:

All design review conferences shall be held at Whiteman AFB, Missouri. Government personnel will forward review comments to the Contractor for discussion and resolution prior to the design review conference. Copies of comments, annotated with comment action agreed on, will be made available to all parties before the design review conference adjourns. Unresolved problems will be resolved by immediate follow-on action at end of conferences. Valid comments will be incorporated. Upon satisfactory Government review of the Corrected Final (100 percent) design documents, the Kansas City District will formally provide Government acceptance necessary to initiate construction. The Government, however, reserves the right to not accept design document submittals and to withhold design payments, if comments are of too great a significance. In this case, every effort shall be made during follow-up action between the Contractor and the Kansas City District to resolve conflicts and problems such that documents can be fully accepted. However, if final submittal(s) are incomplete or deficient, requiring correction by the Contractor and resubmittal for review, the cost of rehandling and reviewing will be deducted from payment due the Contractor at the rate of \$1000.00, for each design discipline requiring resubmittal, per submittal. The Contractor shall submit to the Contracting Officer within five (5) calendar days, two (2) copies of meeting minutes summarizing major decision points and issues which requires resolution and the action office. Annotated comments shall be attached to these minutes.

#### 3.6.6.2 Complete Design Documents

The Contractor shall submit complete design documents in the same quantity and to the same offices listed above in paragraph "Distribution of Design Documents for Conformance Review", for each corrected final (100 percent) design submittal (one or more) until the Government is satisfied that all review comments have been addressed and resolved.

#### 3.6.6.3 Accuracy and Completeness of Design

Reviews by the Government of the design documents shall not be construed to be an endorsement of the accuracy or completeness of the design. Design deficiencies or omissions in the accepted design shall be the responsibility of the Contractor.

#### 3.6.7 DD FORM 1354, Transfer And Acceptance Of Military Real Property

The Contractor shall provide, for acceptance, a Draft DD Form 1354 "Transfer and Acceptance of Military Real Property" (Copy attached at the end of this section) with the Corrected Final (100 percent) design documents. The Final Form 1354 shall be submitted with the As-Built submittals, near the end of the construction of the project. DD Form 1354 shall be filled out in accordance with Draft Army Pamphlet 405-45 "Real Property Inventory Management", Table B-16 "Preparation of DD Form 1354" (Copy attached) and Army Pamphlet 415-28 "Guide to Army Real Property Codes" (Copy is available at the following website: <http://www.usapa.army.mil/gils/>). The number of copies and distribution of the Draft and Final DD Form 1354 shall be as shown in the distribution requirements above.

### 3.7 REVISIONS TO THE ACCEPTED DESIGN

(a) The accepted design will be used by all parties involved in construction and in administration of the contract. Therefore, it is imperative that the design documents be kept up to date and an effective system of making and distributing changes be implemented. Since changes to the design increase risk of construction errors and deplete available administrative resources, every effort shall be made to minimize revisions to the accepted design. One of the measures of the Contractor's effectiveness of management will be how well the goal of minimizing changes to the accepted design is met. The use of effective quality control during design and utilization of experienced and capable designers are some of the means that are expected to be used to accomplish this goal.

(b) If revisions to the accepted design become necessary, the procedures described in Section 01330 SUBMITTAL PROCEDURES will be used to accomplish the revisions. The revisions will be considered a "Variation" and shall be submitted as a Government Review (Resident Engineer) submittal. All the requirements in paragraph: "Variations" in Section 01330 SUBMITTAL PROCEDURES will apply to revisions to the accepted design. All design analysis and calculations necessary to establish that the proposed revision satisfies applicable design requirements shall be included in the submittal.

Attachment A

[Contractor's Letterhead]

[Date: \_\_\_\_\_]  
[Contract No. \_\_\_\_\_]

[Reviewing Component Address]

Subj: DESIGN CERTIFICATION AND TRANSMITTAL FOR  
[Project Title \_\_\_\_\_]  
[Project Location \_\_\_\_\_]  
[Contract No. \_\_\_\_\_]

Gentlemen

Enclosed are the following documents, which I hereby certify are in compliance with the RFP requirements of the subject construction contract and can be used to commence construction subject to Government approval:

1. Design Drawings
2. Project Specification
3. Design Analysis
  - a. Civil
  - b. Water Supply and Wastewater Collection
  - c. Architectural
  - d. Interior Design
  - e. Structural
  - f. Mechanical
  - g. Fire Protection
  - h. Electrical
  - i. Environmental Protection, Compliance and Permits
  - j. Health and Safety
  - k. Sustainable Design
4. Submittals Register

[Typed Name and Signature of an  
Officer of the Contractor's Company]

5. All other Design Submittals
6. Deviations

Copy to:  
[As standard with the Contractor]

-- End Of Section --



unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

#### 1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

#### 1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

#### 1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

#### 1.2.4 Project Pesticide Coordinator

The Project Pesticide Coordinator (PPC) is an individual that resides at a Civil Works Project office and that is responsible for oversight of pesticide application on Project grounds.

#### 1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

#### 1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

#### 1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

#### 1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

### 1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

### 1.2.10 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

## 1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

### 1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

### 1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

### 1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, [\_\_\_\_\_]

The environmental protection plan.

### 1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial

Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

#### 1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

#### 1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
- g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
- i. Drawing showing the location of borrow areas.
- j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1 [and the [\_\_\_\_\_]]. This plan shall include as a minimum:
  1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and [the local Fire Department] [Facility Fire Department] [Facility Response Personnel] [Facility Environmental Office] in addition to the legally

required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a

sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements. The Contractor shall follow [AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports" for data required to be reported to the Installation] [AFI 32-1053 Sections 3.4.13 and 3.4.14 for data required to be reported to the Installation].

### 1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

### 1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

### 1.9 SPECIAL ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the special environmental requirements listed here [\_\_\_\_\_] and included at the end of this section.

### 1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and

approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

#### 1.11 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

#### 1.12 HTRW PERIMETER AIR MONITORING

For the protection of public health, the Contractor shall monitor and control contaminant emissions to the air from HTRW remedial action area sources to minimize short term risks that might be posed to the community during implementation of the remedial alternative in accordance with Section 01450 CHEMICAL DATA QUALITY CONTROL and the following.

##### 1.12.1 Perimeter Air Contaminant of Concern

[\_\_\_\_\_].

##### 1.12.2 Time Averaged Perimeter Action Levels

[\_\_\_\_\_].

- a. Concentration [\_\_\_\_\_].
- b. Time [\_\_\_\_\_].

##### 1.12.3 Perimeter Sampling/Monitoring Location[s]

[\_\_\_\_\_].

##### 1.12.4 Monitoring Instruments/Sampling and Analysis Methods

[\_\_\_\_\_].

##### 1.12.5 Staffing

[\_\_\_\_\_].

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

[This paragraph supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has obtained the [\_\_\_\_\_]. The Contractor shall comply with the terms and conditions of the attached [\_\_\_\_\_] at the end of this section.]

[The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.]

##### 3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

#### 3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence.

Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

#### 3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

#### 3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) [as indicated on the drawings] [as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES]. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. [The Contractor's best management practices shall also be in accordance with the [\_\_\_\_\_] National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP) which may be reviewed at the [\_\_\_\_\_] Environmental Office.] Any temporary measures shall be removed after the area has been stabilized.

#### 3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

### 3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction

activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

### 3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. The Contractor shall comply with [the State of [\_\_\_\_]] water quality standards and anti-degradation provisions] [and] [the Clean Water Act Section 404, Nation Wide Permit No. [\_\_\_\_]].

### 3.3.2 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments. [Construction of stream crossing structures shall be in compliance with Clean Water Act Section 404, Nation Wide Permit No. [\_\_\_\_]].]

### 3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands[.] [except as authorized herein. The Contractor shall be responsible for the protection of wetlands shown on the drawings in accordance with paragraph ENVIRONMENTAL PERMITS, REVIEWS, AND APPROVALS. Authorization to enter specific wetlands identified shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.]

## 3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

### 3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

### 3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

### 3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of [\_\_\_\_] rules.

#### 3.4.4 Burning

[Burning shall be prohibited on the Government premises.] [Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval.] [Fires shall be confined to a closed vessel, guarded at all times, and shall be under constant surveillance until contents have burned out or have been extinguished.] [Burning shall completely reduce the materials to ashes.]

#### 3.5 HTRW AIR EMISSION CONTROL

The Contractor shall implement the following control(s) to meet or exceed performance levels identified in HTRW PERIMETER AIR MONITORING.

##### 3.5.1 Air Emission Control to Meet Action Levels

[\_\_\_\_\_].

##### 3.5.2 Excavation/Production/Processing Rate Reduction

[\_\_\_\_\_].

##### 3.5.3 Exposed Surface Area Reduction

[\_\_\_\_\_].

#### 3.6 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

##### 3.6.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. [The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.] [Waste materials shall be hauled to the Government landfill site [shown on the drawings] [designated by the Contracting Officer].] [The Contractor shall comply with [site procedures] [Federal, State, and local laws and regulations] pertaining to the use of landfill areas.]

##### 3.6.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

##### 3.6.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 [and shall manage and store hazardous waste in

accordance with the [Installation] [Project Office] hazardous waste management plan]. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within [60][\_\_\_\_\_] days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer[ and the Facility Environmental Office]. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. [The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.] [The Contractor shall coordinate the disposition of hazardous waste with the [Facility's] [Project Office's] Hazardous Waste Manager and the Contracting Officer.]

#### 3.6.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. [There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.] [Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.]

#### 3.6.5 Waste Water

Disposal of waste water shall be as specified below.

- a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water [off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.] [or by collecting and placing it in a retention pond where suspended material can be settled out and/or the water can evaporate to separate pollutants from the water. The site for the retention pond shall be coordinated and approved with the Contracting Officer. The residue left in the pond prior to completion of the project shall be removed, tested, and disposed off-Government property in accordance with Federal, State, and local laws and regulations. The area shall be backfilled to the original grade, top-soiled and seeded/sodded. [The water in the retention pond shall be tested for [\_\_\_\_\_] and the results reviewed and approved by the Contracting Officer, prior to being discharged or disposed off-Government property].]
- b. For discharge of ground water, the Contractor shall [obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging.] [surface discharge in accordance with all Federal, State, and local laws and regulations.] [surface discharge in accordance with the requirements of the NPDES or State STORM WATER DISCHARGES FROM CONSTRUCTION SITES permit.] [land apply on the project site. Land application shall be in accordance with all Federal, State, Regional, and/or Local laws and regulations for pumping and land applying ground water.]

- c. Water generated from the flushing of lines after [disinfection or disinfection in conjunction with hydrostatic testing] [hydrostatic testing] shall be [land applied in accordance with all Federal, State, and local laws and regulations for land application] [discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator].

### 3.7 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. [The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.] [The Contractor shall participate in the following recycling and waste minimization activities to divert non-hazardous solid waste:[\_\_\_\_\_]].

### 3.8 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to [\_\_\_\_\_] through the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

- a. Construction and Demolition (C&D) Debris Disposed = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- b. Construction and Demolition (C&D) Debris Recycled = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- c. Total C&D Debris Generated = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = [\_\_\_\_\_] in cubic yards or tons, as appropriate.

### 3.9 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

[Existing historical, archaeological, and cultural resources within the Contractor's work area are shown on the drawings. The Contractor shall protect these resources and shall be responsible for their preservation during the life of the Contract. ]If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

### 3.10 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

### 3.11 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor, through the Contracting Officer, shall coordinate with the Installation Pest Management Coordinator (IPMC) Project Pesticide Coordinator (PPC) at the earliest possible time prior to pesticide application. The Contractor shall discuss integrated pest management strategies with the [IPMC] [PPC] and receive concurrence from the [IPMC] [PPC] through the COR prior to the application of any pesticide associated with these specifications. Installation Project Office Pest Management personnel shall be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. [For termiticide requirements see Section 02364 TERMITICIDE TREATMENT MEASURES FOR SUBTERRANEAN TERMITE CONTROL.] The use and management of pesticides are regulated under 40 CFR 152 - 186.

#### 3.11.1 Pesticide Delivery and Storage

Pesticides shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Pesticides shall be stored according to manufacturer's instructions and under lock and key when unattended.

#### 3.11.2 Qualifications

For the application of pesticides, the Contractor shall use the services of a subcontractor whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

#### 3.11.3 Pesticide Handling Requirements

The Contractor shall formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and shall use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Material Safety Data Sheets (MSDS) shall be available for all pesticide products.

#### 3.11.4 Application

Pesticides shall be applied by a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator shall wear clothing and personal protective equipment as specified on the pesticide label. Water used for formulating shall only come from locations designated by the Contracting Officer. The Contractor shall not allow the equipment to overflow. Prior to application of pesticide, all equipment shall be inspected for leaks, clogging, wear, or damage and shall be repaired prior to being used.

#### 3.12 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

#### 3.13 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

#### 3.14 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

### 3.15 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

### 3.16 CONTAMINATED MEDIA MANAGEMENT

Contaminated environmental media consisting of, but not limited to, ground water, soils, and sediments shall be managed in accordance with Section [\_\_\_\_\_].

### 3.17 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

## SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES  
02/97

## PART 1 GENERAL

## 1.1 GENERAL REQUIREMENTS

## 1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

## 1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

## 1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

## 1.2 AVAILABILITY AND USE OF UTILITY SERVICES

## 1.2.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

## 1.2.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection.

1.2.3 TEXT DELETED

TEXT DELETED.

#### 1.2.4 TEXT DELETED

TEXT DELETED.

#### 1.2.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

#### 1.2.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

#### 1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as shown on the examples provided at the end of this section. The signs shall be erected within 15 days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

### 1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

#### 1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear

visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

#### 1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

### 1.5 CONTRACTOR'S TEMPORARY FACILITIES

#### 1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

#### 1.5.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

#### 1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

#### 1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

#### 1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along

fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

#### 1.5.6 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

### 1.6 GOVERNMENT FIELD OFFICE

#### 1.6.1 ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

The Contractor shall provide the Government Inspectors with an office, approximately 850 square feet in floor area, located where directed and providing space heat and air-conditioning, commercial telephone service and dedicated DSL data service connection and equipment for four computer systems, adequate electric light and power, drinking water facilities, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. The office consist of two offices and one common area and shall be furnished with one legal size filing cabinet with four drawers, one drafting table with stool, one plan rack, two desks and six chairs, fax machine and copier. Used furniture, in good condition, will be acceptable. Entrance doors shall be equipped with a substantial lock. The contractor shall provide janitor service, fuel for the heating facilities, electricity, three telephone lines (one for fax) (in addition to the DSL service) and water, all at no cost to the Government, except the Contractor will not be liable for Government long-distance calls. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

#### 1.6.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

### 1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

### 1.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall consist of high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 1.1 m high, steel posts, and two tension wires, top and bottom. The fence fabric shall be supported and tightly secured to steel posts, located on maximum 3 m centers, and the top and bottom tension wires, located 6 inches above grade and 6 inches below top of fabric, constructed at the approved location. Contractor shall reconfigure fencing to match phased turn over of units. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

## 1.9 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

## 1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

-- End of Section --

## SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS  
01/04

## 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 within the text by the basic designation only.

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1 (1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME B30.3 (1996) Construction Tower Cranes

## ASME INTERNATIONAL (ASME)

ASME B30.22 (2000) Articulating Boom Cranes

ASME B30.5 (2000) Mobile and Locomotive Cranes

ASME B30.8 (2000) Floating Cranes and Floating Derricks

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2002) Portable Fire Extinguishers

NFPA 241 (2000) Safeguarding Construction, Alteration, and Demolition Operations

NFPA 51B (2003) Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70 (2002) National Electrical Code

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1910.94 Ventilation

29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment

29 CFR 1919 Gear Certification

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.500 Fall Protection

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for

information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G  
 Activity Hazard Analysis (AHA); G  
 Crane Critical Lift Plan; G  
 Crane Work Plan; G  
 Proof of qualification for Crane Operators; G

SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports  
 Monthly Exposure Reports  
 Regulatory Citations and Violations  
 Crane Reports

SD-07 Certificates

Confined Space Entry Permit

[ Certificate of Compliance (Crane)]  
 [ Third Party Certification of Barge-Mounted Mobile Cranes ]

Submit one copy of each permit[/certificate] attached to each Daily [Production][Quality Control] Report.

1.3 DEFINITIONS

- [ a. Associate Safety Professional (ASP). An individual who is currently certified as an ASP by the Board of Certified Safety Professionals.]
- [ b. Certified Construction Health & Safety Technician (CHST). An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.]
- [ c. Certified Industrial Hygienist (CIH). An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.]
- [ d. Certified Safety Professional (CSP). An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.]
- [ e. Certified Safety Trained Supervisor (STS). An individual who is currently certified as an STS by the Board of Certified Safety Professionals.]
- f. Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

- g. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.
- h. Low-slope roof. A roof having a slope less than or equal to 4 in 12 (vertical to horizontal).
- i. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- j. Multi-Employer Work Site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.
- k. Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- l. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- m. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:
- (1) Death, regardless of the time between the injury and death, or the length of the illness;
  - (2) Days away from work;
  - (3) Restricted work;
  - (4) Transfer to another job;
  - (5) Medical treatment beyond first aid;
  - (6) Loss of consciousness; or
  - (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.
- n. Site Safety and Health Officer (SSHO). The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project. The Contractor quality control (QC) person [cannot be the SSHO, even though the QC has safety inspection responsibilities as part of the QC duties.] [can be the SSHO on this project.]
- o. Steep roof. A roof having a slope greater than 4 in 12 (vertical to horizontal).
- p. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.
- [ q. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered

accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).]

#### 1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and the following [federal, state, and local,] [host nation] laws, ordinances, criteria, rules and regulations [\_\_\_\_\_]. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

#### 1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

#### 1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

##### 1.6.1 Personnel Qualifications

##### 1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following requirements:

- [ Level 1:  
Worked on similar projects.  
10-hour OSHA construction safety class or equivalent within last 3 years.  
Competent person training as needed.]
- [ Level 2:  
A minimum of 3 years safety work on similar project.  
30-hour OSHA construction safety class or equivalent within last 3 years.  
Competent person training as needed.]
- [ Level 3:  
A minimum of 5 years safety work on similar projects.  
30-hour OSHA construction safety class or equivalent within the last 5 years.  
An average of at least 24 hours of formal safety training each year for the past 5 years.  
Competent person training as needed.]
- [ Level 4:  
A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.  
30-hour OSHA construction safety class or equivalent within the last 5 years.  
An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following [4] areas of competency: [Excavation]; [Scaffolding]; [Fall protection]; [Hazardous energy]; [Confined space]; [Health hazard

recognition, evaluation and control of chemical, physical and biological agents]; [Personal protective equipment and clothing to include selection, use and maintenance]; [\_\_\_\_].]

[ Level 5:

An Associate Safety Professional (ASP), Certified Safety Trained Supervisor (STS) and/or Construction Health & Safety Technician (CHST). A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.

30-hour OSHA construction safety class or equivalent within the last 5 years.

An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following [4] areas of competency: [Excavation]; [Scaffolding]; [Fall protection]; [Hazardous energy]; [Confined space]; [Health hazard recognition, evaluation and control of chemical, physical and biological agents]; [Personal protective equipment and clothing to include selection, use and maintenance]; [\_\_\_\_].]

[ Level 6: A

Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH).

A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.

30-hour OSHA construction safety class or equivalent within the last 5 years.

An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following [4] areas of competency: [Excavation]; [Scaffolding]; [Fall protection]; [Hazardous energy]; [Confined space]; [Health hazard recognition, evaluation and control of chemical, physical and biological agents]; [Personal protective equipment and clothing to include selection, use and maintenance]; [\_\_\_\_].]

[1.6.1.2 Certified Safety Professional (CSP) and/or Certified Industrial hygienist (CIH)

Provide a [Certified Safety Professional (CSP)] [and] [Certified Industrial Hygienist (CIH)] at the work site to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor.

The [CSP] [and] [CIH] shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1. [The [CSP and/or CIH] shall have no other duties than safety and occupational health management, inspections, and/or industrial hygiene.]

][1.6.1.3 Associate Safety professional (ASP), Certified Safety Trained Supervisor (STS) and/or Construction Health and Safety Technician (CHST)...

Provide [a/an] [Associate Safety Professional (ASP)][Certified Safety Trained Supervisor (STS)] [and/or] [Construction Health & Safety Technician (CHST)] at the work site to perform safety management, surveillance, inspections, and safety enforcement for the Contractor. The [ASP][STS] [and/or] [CHST] shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1.

The [ASP][STS] [and/or] [CHST] shall be at the work site at all times whenever work or testing is being performed and shall conduct and document daily safety inspections. The [ASP][STS] [and/or] [CHST] shall have no other duties other than safety and occupational health management, inspections, and enforcement on this contract.

][1.6.1.4 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

- a. Identify the structure, location, and designation of confined and

permit-required confined spaces where work is done;

- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;
- c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B;
- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,
- g. Maintain records required.

[Since this work involves marine operations that handle combustible or hazardous materials, this qualified person shall be a NFPA certified marine chemist.]

]1.6.1.5 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a competent person meeting the requirements of EM 385-1-1 who is:

- a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.
- b. Capable of specifying necessary controls and protective actions to ensure worker health.

]1.6.1.6 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. [In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.]

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily [production][quality control] report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.2.2 [Certified Safety Professional (CSP)][Certified Industrial Hygienist (CIH)][Associate Safety Professional (ASP)][Certified Safety Trained Supervisor (STS)][and/or][Certified Construction Health & Safety Technician (CHST)]

a. Perform safety and occupational health management, surveillance, inspections, and safety enforcement for the project.

b. Perform as the safety and occupational health "competent person" as defined by USACE EM 385-1-1.

c. Be on-site [at all times][at least weekly][at least monthly][\_\_\_\_\_] whenever work or testing is being performed.

d. Conduct and document safety inspections.

e. Shall have no other duties other than safety and occupational health management, inspections, and enforcement on this contract.

If the [CSP][CIH][ASP][STS][CHST] is appointed as the SSHO all duties of that position shall also be performed.

### 1.6.3 Meetings

#### 1.6.3.1 Preconstruction Conference

a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's Accident Prevention Plan (APP) before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

e. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

#### 1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily [production] [quality control] report.

#### 1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

### 1.7 TRAINING

#### 1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

#### 1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

#### 1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

### 1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer [15] [\_\_\_\_\_] calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the

contract provisions.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the [Contracting Officer's][resident engineer's] office and at the job site.

The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

#### 1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, CHSTs. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.

[ e. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM

385-1-1, paragraph 16.c.18. and the following:

(1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

(2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.]

f. Alcohol and Drug Abuse Plan

(1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."

(2) Description of the on-site prevention program

g. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised [every six months] for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

h. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

[ i. Occupant Protection Plan. The safety and health aspects of lead-based paint removal, prepared in accordance with Section [13281A LEAD BASED PAINT HAZARD ABATEMENT, TARGET HOUSING & CHILD OCCUPIED FACILITIES][13283N REMOVAL AND DISPOSAL OF LEAD CONTAINING PAINT].]

[ j. Lead Compliance Plan. The safety and health aspects of lead work, prepared in accordance with Section 13282N LEAD IN CONSTRUCTION.]

[ k. Asbestos Hazard Abatement Plan. The safety and health aspects of asbestos work, prepared in accordance with Section [13280A ASBESTOS ABATEMENT][13281N ENGINEERING CONTROL OF ASBESTOS CONTAINING MATERIALS].]

[ l. Site Safety and Health Plan. The safety and health aspects prepared in accordance with Section 01351A SAFETY HEALTH AND EMERGENCY RESPONSE (HTRW/UST).]

[ m. PCB Plan. The safety and health aspects of Polychlorinated Biphenyls work, prepared in accordance with Sections 13284N REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENALS and 13285N REMOVAL AND DISPOSAL OF PCB CONTAMINATED SOILS.]

[ n. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02220 DEMOLITION and referenced sources.[ Include engineering survey as applicable.]]

- [ o. Excavation Plan. The safety and health aspects prepared in accordance with Section 02300 EARTHWORK.]
- [ p. Crane Work Plan. The contractor shall provide a crane work plan to the Contracting Officer for acceptance. The crane work plan shall include the specific model of each crane and a drawing identifying their locations (exact), the dimensions, wheel sizes, number of wheels, wheel spacing, tire pressure(s), number of axles, axle spacing, minimum wheel load to be exerted during operations and maximum outrigger load to be exerted during operations. The Contractor shall allow at least [10][\_\_\_\_\_] working days for acceptance/non-acceptance of the crane work plan. No crane operations shall begin prior to written acceptance of the crane work plan by the Government. [\_\_\_\_\_ shall be the government approving authority].]

#### 1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least [15][\_\_\_\_\_] calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall protection methods used. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

[The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.]

#### 1.10 DISPLAY OF SAFETY INFORMATION

Within [1][\_\_\_\_\_] calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.

- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.
- d. Current AHA(s).
- e. OSHA 300A Form.
- f. OSHA Safety and Health Protection-On-The-Job Poster.
- g. Confined space entry permit.
- [ h. Hot work permit.]
- [ i. A sign indicating the number of hours worked since last lost workday accident.]
- [ j. Safety and Health Warning Posters.]

#### 1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

#### 1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

#### 1.13 REPORTS

##### 1.13.1 Accident Reports

- a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the [Navy Contractor Significant Incident Report (CSIR) form] [USACE Accident Report Form 3394] and provide the report to the Contracting Officer within [1][\_\_\_\_\_] calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.
- [ b. For any weight handling equipment accident (including rigging gear accidents) the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.]

##### 1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than [four hours][\_\_\_\_], after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

### 1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

### 1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

### 1.13.5 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

### [1.13.6 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used.[ For cranes at DOD activities in foreign countries, the Contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards.] The Contractor shall also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

### ]1.13.7 Third Party Certification of Barge-Mounted Mobile Cranes

Barge-mounted mobile cranes shall be certified in accordance with 29 CFR 1919 by an OSHA accredited person.

### ]1.14 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the [Fire Division][\_\_\_\_\_]. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

a. Oil painting materials (paint, brushes, empty paint cans, etc.), and all flammable liquids shall be removed from the facility at quitting time. All painting materials and flammable liquids shall be stored outside in a suitable metal locker or box and will require re-submittal with non-hazardous materials.

b. Accumulation of trays, paper, shavings, sawdust, boxes and other packing materials shall be removed from the facility at the close of each workday and such material disposed of in the proper containers located away from the facility.

c. The storage of combustible supplies shall be a safe distance from structures.

d. Area outside the facility undergoing work shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.

e. All portable electric devices (saws, sanders, compressors, extension cord, lights, etc.) shall be disconnected at the close of each workday. When possible, the main electric switch in the facility shall be deactivated.

f. When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency [Fire Division][\_\_\_\_\_] phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE [FIRE DIVISION][\_\_\_\_\_] IMMEDIATELY.

[ g. Obtain services from a NFPA Certified Marine Chemist for "HOT WORK" within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres. ]

## PART 2 PRODUCTS

### 2.1 CONFINED SPACE SIGNAGE

The Contractor shall provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 5 feet.

### [2.2 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

## ]PART 3 EXECUTION

### 3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

#### 3.1.1 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

#### 3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain

asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

### 3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If [additional] material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within [14][\_\_\_\_\_] calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

### 3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least [15][\_\_\_\_\_] days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer and the [Station Utilities Department][\_\_\_\_\_] to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

### 3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

#### 3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

#### 3.3.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 6 feet or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 6 feet of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M and USACE EM 385-1-1.

##### 3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

### 3.3.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

#### a. Low Sloped Roofs:

(1) For work within 6 feet of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. [ A safety monitoring system is not adequate fall protection and is not authorized.]

(2) For work greater than 6 feet from an edge, warning lines shall be erected and installed in accordance with 29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep Roofs: Work on steep roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

### 3.3.4 Safety Nets

If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded work places, leading edge work or when working over water, machinery, dangerous operations or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, fall arrest systems or restraint/positioning systems are impractical. Safety nets shall be tested immediately after installation with a drop test of 400 pounds dropped from the same elevation a person might fall, and every six months thereafter.

### 3.3.5 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

### 3.3.6 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

### 3.3.7 Guardrail Systems

Guardrails shall consist of top and mid-rails, post and toe boards. The top edge height of standard railing must be 42 inches plus or minus 3 inches above the walking/working level. When mid-rails are used, they must be installed at a

height midway between the top edge of the guardrail system and the walking/working level. Posts shall be placed no more than 8 feet apart (29 CFR 1926.500 and USACE EM 385-1-1).

### 3.3.8 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

### 3.4 SHIPYARD REQUIREMENTS

All personnel who enter the Controlled Industrial Area (CIA) shall wear mandatory personal protective equipment (PPE) at all times. All personnel shall also comply with PPE postings of shops both inside and outside the CIA. PPE shall be governed in all other areas by the nature of the work the employee is performing. They will also use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Mandatory PPE includes:

- a. Hard Hat
- b. Safety Glasses
- c. Safety Toed Shoes

### 3.5 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 20 feet in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 20 feet in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

#### [3.5.1 Stilts

The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is prohibited.

### 13.6 EQUIPMENT

#### 3.6.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically

delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

### 3.6.2 Weight Handling Equipment

[ a. Cranes must be equipped with:

(1) Load indicating devices (LIDs) and a boom angle or radius indicator,

(2) or load moment indicating devices (LMIs).

(3) Anti-two block prevention devices.

(4) Boom hoist hydraulic relief valve, disconnect, or shutoff (stops hoist when boom reaches a predetermined high angle).

(5) Boom length indicator (for telescoping booms).

(6) Device to prevent uncontrolled lowering of a telescoping hydraulic boom.

(7) Device to prevent uncontrolled retraction of a telescoping hydraulic boom.]

(8) Wind indicating device.

(9) Drum rotation indicator.

[ (10) Barge mounted mobile cranes shall be equipped with a load indicating device, a wind indicating device and a marine type list and trim indicator readable in one-half degree increments.]

b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

e. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.

f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.

g. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

h. When operating in the vicinity of overhead transmission lines, operators

and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

- i. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
- j. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or crane cabs. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- k. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- l. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
- m. The Contractor shall use cribbing when performing lifts on outriggers.
- n. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- o. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- p. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.
- q. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.
- r. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.
- s. The Contractor shall certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

### 3.6.3 Equipment and Mechanized Equipment

- a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.
- c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.
- d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

### 3.7 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall

be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly. The competent person shall perform soil classification in accordance with 29 CFR 1926.

#### 3.7.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

#### 3.7.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 2 feet of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 100 feet if parallel within 5 feet of the excavation.

#### 3.7.3 Utilities with Concrete Slabs

Utilities located within concrete slabs or pier decks, bridges, and the like are extremely difficult to identify. The location must be coordinated with station utility departments in addition to a private locating service. Outages on system utilities shall be used in circumstances where concrete chipping, saw cutting, or core drilling is required and utilities are unable to be completely identified.

#### 3.7.4 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

#### 3.7.5 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

### 3.8 ELECTRICAL

#### 3.8.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized

to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

### 3.8.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

### 3.9 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1 and OSHA 29 CFR 1910.146. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 5 feet in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.

f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

### 3.10 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as 29 CFR 1910.94, and USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

### 3.11 HOUSEKEEPING

#### 3.11.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if

necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

### 3.11.2 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, Barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

-- End of Section --

## SECTION 01780

CLOSEOUT SUBMITTALS  
11/99

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. **When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.** The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

## SD-11 Closeout Submittals

As-Built Contract Drawings; G-RE.

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, and two sets of the approved red-line as-built drawings.

As-Built Shop Drawings; G-RE.

Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the prints is subject to approval.

As-Built Record of Equipment and Materials; G-RE.

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan; G-RE.

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags; G-RE.

Two record copies of the warranty tags showing the layout and design.

Final Clean-Up; G-RE.

Two copies of the listing of completed final clean-up items.

CLOSEOUT Plan; G-RE.

The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings. The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the

items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted. The following is a general list of the various types of closeout materials and the data required for each. (\* indicates data required on initial submittal)

(a) O&M Manuals: Description\*, Specification Paragraph\*, Date Due\*, No. Copies Due\*, Date Submit Action Code, Resubmit Date, Approved, Date to User

(b) Training Requirements: Description\*, Specification Paragraph\*, Length Required\*, Date Scheduled, Plan Submitted, Plan Approved, Date Training Held

(c) Spare Parts Required: Description\*, Specification Paragraph\*, Quantity Required\*, Date Turned Over to User

(d) Salvaged Material: Description\*, Specification-Plan Requirement\*, Quantity\*, Turn In Document Received

(e) Government-Furnished Equipment: Description\*, Specification-Plan Requirement\*, GFCI-GFGI\*, Number Required\*, Date Equipment Data Required\*, Date Equipment Required\*, Turnover Document Provided

(f) Utilities Provided or Relocated by Others: Description\*, Relocate or Provide\*, Specification-Plan Note\*, Date Required\*

## 1.2 PROJECT RECORD DOCUMENTS

### 1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

#### 1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

#### 1.2.1.2 Monthly As-Built Review Meeting

A monthly as-built review meeting will be conducted during the construction project. Each member of the construction team will attend the meeting and provide information or documentation as required. The meeting will be conducted in a mutually agreed upon location. To minimize difficulty in coordinating schedules, efforts will be made for a standing meeting in the same location, at the same time, and on the same day of the week each month.

a. The Government will chair the meeting and serve as the information conduit.

b. The Government will provide an agenda for the meeting.

c. The Contractor shall bring three updated CDs (or diskettes) to the meeting.

d. The Contractor shall bring current redline drawings to the meeting.

e. The Contractor shall display updated CADD as-built files on screen, demonstrating that CADD files match features on redline drawings, and making changes if necessary.

f. The Contractor shall leave two CD (or dikette) with the Government. The Contractor shall have updated this copy to include any changes made during the meeting.

g. The Contractor shall ensure that all design/construction and environmental drawings in the Bentley Microstation V8 .DGN file format, compatible with Whiteman CE CADD system, follow the Release 1.8 of the Tri-Service CADD Standard, that an electronic copy of the above mentioned standard is furnished, and that all submittals are delivered on CD-ROM or 1.44 MB diskette.

h. For features exterior to primary facilities, the Government shall ensure the design file, working units and Cartesian coordinates allow for graphics to be geographically located in the Universal Traverse Macerator (UTM) zone 15 datum.

#### 1.2.1.3 Exterior Utility Systems

At intervals of 30 days from the time work is begun on new utility systems or on revising existing systems, as-built CADD files shall be submitted showing the condition of new and altered utility systems. The as-built exterior utility drawings shall show locations and elevations of all underground new and existing utilities encountered, including dimensions from permanent structures and/or survey locations. **The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis.**

#### 1.2.1.4 Working As-Built and Final As-Built Drawings

The Contractor shall revise three (3) sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a daily basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. **In addition, the Contractor shall indicate on the as-built drawings the brand-name, description, location, and quantity of any and all materials used which contain asbestos.** Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- b. The location and dimensions of any changes within the building structure.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- f. Changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- h. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- i. Modifications (change order price shall include the Contractor's cost to

change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

- (1) Directions in the modification for posting descriptive changes, if provided, shall be followed.
- (2) A Modification Circle shall be placed at the location of each deletion.
- (3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
- (4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
- (5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
- (6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
- (7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

#### 1.2.1.5 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

#### 1.2.1.6 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. **The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files.** The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer #63.

b. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked

either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

c. Within 20 days after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc read-only memory (CD-ROM), one set of **3 mil, digital, erasable** 24-inch by 36-inch mylars, a sheet index showing sufficient planimetric data to indicate the geographical location of the project, and two sets of the approved red-line as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

#### 1.2.1.7 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

#### 1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy copies of preliminary record of equipment and materials used on the project 60 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

##### RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
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#### 1.2.3 Final Approved Shop Drawings

Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the prints is subject to approval.

#### 1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

### 1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: unit retail value and nameplate data including description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract. A draft list shall be furnished at or before 60 days prior to final inspection and acceptance of the work. The final list shall be furnished at the time of transfer of the completed facility.

Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item

## 1.3 WARRANTY MANAGEMENT

### 1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in Section 00800. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 6 month and 11 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.

6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 6 and 11 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

#### 1.3.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

#### 1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

#### 1.3.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor

shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the time frames specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

- (1) TEXT DELETED.
- (2) Air conditioning leak in part of building, if causing damage.
- (3) Air conditioning system not cooling properly.

Code 1-Doors

- (1) Overhead doors not operational, causing a security, fire, or safety problem.
- (2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

- (1) Overhead doors not operational.
- (2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- (1) Power failure (entire area or any building operational after 1600 hours).
- (2) Security lights
- (3) Smoke detectors

Code 2-Electrical

- (1) Power failure (no power to a room or part of building).
- (2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

- (1) Leaks and breaks.
- (2) No gas to facility.

Code 1-Heat

- (1). Area power failure affecting heat.
- (2). Heater in unit not working.

Code 2-Kitchen Equipment

- (1) Dishwasher not operating properly.
- (2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

- (1) Hot water heater failure.
- (2) Leaking water supply pipes.

Code 2-Plumbing

- (1) Flush valves not operating properly.
- (2) Fixture drain, supply line to commode, or any water pipe leaking.
- (3) Commode leaking at base.

Code 3 -Plumbing

Leaky faucets.

Code 3-Interior

- (1) Floors damaged.
- (2) Paint chipping or peeling.
- (3) Casework.

Code 1-Roof Leaks

Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)

No water to facility.

Code 2-Water (Hot)

No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material\_\_\_\_\_.
- b. Model number\_\_\_\_\_.
- c. Serial number\_\_\_\_\_.
- d. Contract number\_\_\_\_\_.
- e. Warranty period\_\_\_\_\_ from\_\_\_\_\_ to\_\_\_\_\_.
- f. Inspector's signature\_\_\_\_\_.
- g. Construction Contractor\_\_\_\_\_.
- Address\_\_\_\_\_.
- Telephone number\_\_\_\_\_.
- h. Warranty contact\_\_\_\_\_.
- Address\_\_\_\_\_.
- Telephone number\_\_\_\_\_.
- i. Warranty response time priority code\_\_\_\_\_.

j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

#### 1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified in applicable technical specification sections.

#### 1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

#### 1.6 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --