



US Army Corps
of Engineers
Savannah District

Georgia

Solicitation Number
W912HN-09-R-0018
MATOC for Design/Build and/or Construction
Sections 00010 through 00800 and Technical Provisions -
Division 01
December 2009

THIS SOLCITATION IS BEING OFFERED AS A SMALL BUSINESS SET ASIDE.

U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HN-09-R-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 24-Dec-2009	PAGE OF PAGES 1 OF 229
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE W912HN US ARMY CORPS OF ENGINEERS 100 WEST OGLETHORPE AVE. SAVANNAH GA 31401-3640 TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME TISHA M FITCH		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 912-652-5075	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> <p>Georgia MATOC RP09-3 - This request for proposals will result in a Multiple Award Task Order Contract (MATOC), for Design/Build or Construction type task orders. Task orders issued under this MATOC can require performance of work will predominantly be performed in Georgia, however performance may be anywhere within the South Atlantic Division Area of Operations (North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi). Projects are anticipated to typically be located on military installations within Georgia;</p> <p>This Acquisition is being offered as a Small Business Set-Aside. The Government will use a Best Value Performance Price Trade-Off (PPT) Evaluation Process in accordance with Federal Acquisition Regulation (FAR) 15.101-1. The proposal of the successful Offerors shall be incorporated by reference upon award of contract.</p> <p>The life of the basic contract is for a base period of three (3) years with two (2) one-year option periods or \$100M; whichever occurs first. The pool size (number of contracts that may be awarded) shall not exceed five (5) contractors. The order limitation of task orders, to include the seed task order that will be used for evaluation purposes and award of the initial contracts, shall range between \$750K and \$10M.</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 0800 _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by <u>01:00 PM</u> (hour) local time <u>30 Jan 2010</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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 <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:					
31B. UNITED STATES OF AMERICA BY					31C. AWARD DATE					

Section 00010 - Solicitation Contract Form

SCOPE OF WORK**GENERAL MATOC - SCOPE OF WORK****1. DESCRIPTION OF WORK:**

1.1 Multiple Award Task Order Contract (MATOC) for General Construction and Design/Build Construction is intended to provide rapid response for General Construction: new construction, rehabilitation, maintenance or repair of situations relating, but not limited to, site work, mechanical systems, plumbing, utility systems, structural, electrical, HVAC, instrumentation, security and safety areas of Government facilities in a cost effective manner. Work may include, but not be limited to:

1.2. Vertical Construction:

1.2.1. Buildings: New construction, rehabilitation, renovation and repair of buildings, building additions, pre-engineered buildings and other structures (e.g. open bay pre-engineered, storage facilities, training ranges, etc.). Building renovations to include: floors, ceilings, walls, windows, doors, painting, electrical & mechanical upgrades, etc..., furniture incidental to construction (e.g. workstations), lead, asbestos and mold remediation, interior and/or exterior painting of new and existing facilities, and work incidental to surface deterioration (e.g. patching drywall, replacing siding, trim work, etc). Design and construction of the following types of facilities or their equivalent or similar commercial or institutional types may include but not be limited to: Medical Facilities, Company Operational Facilities, Administrative & Office Buildings, Educational Facilities, Military Training Facilities, Weapons Training Facilities (Shoot-houses), Animal Training & Storage Facilities, Religious Facilities, Recreational & Storage Facilities, Dining Facilities, Vehicle Maintenance Facilities, Aircraft Storage Facilities, Hangars etc...

1.2.2. Roofs: Replacement and repair of roof and roofing systems. Work will include gutters, downspouts, flashing, fascia and soffits. Incidental damage (e.g. ceiling replacement, painting and carpet cleaning) as a result of roof leaks.

1.2.3. Anti-Terrorism Force Protection of new and existing facilities: Building and site security for both new and retrofit construction (e.g. site layout, security design, building construction, security equipment, threat development, level of protection, and design constraints and communications)

1.3. Horizontal Construction:

1.3.1. New construction, rehabilitation and repairs of highways, roads, streets, airport runways, concrete aprons, sidewalks, storm drainage, landscaping, sodding, detection loops, bridges, parking lots, traffic lines and traffic markings. Work can also include the following, but not be limited to: Site preparation, clearing & grubbing, surveying, fencing, drainage systems, traffic & signalization and traffic studies. Storm water management and erosion control.

1.3.2. New construction, rehabilitation, maintenance or repair of HVAC systems, plumbing systems, waste water drainage systems, fire alarm, fire protection sprinkler systems, fire suppression systems, back flow preventers, all devices, equipment and components associated with constructing and installing these systems. Work can also include, but not be limited to the

following: Installation of and experience with fire detection systems, DDC Controls systems, underground high temperature lines, medium temperature lines, chill water distribution systems, variable frequency controls on HVAC systems, testing, adjusting, and balancing of HVAC systems, design and installation of computer room HVAC systems, commissioning of building systems and pumping systems.

1.3.3. New construction, rehabilitation, maintenance or repair of interior and exterior utility systems and lines. Work may include but not be limited to the following: New construction, rehabilitation or repair services including electrical work. Interior and exterior high and low voltage electrical lines, communication lines, (telephone & data lines), communication systems, security & security camera systems and cabling. Natural gas, water, storm sewer, sanitary sewer and propane gas lines. Design, installation, and testing of new and existing emergency generator systems, automatic transfer switches, and emergency power connections into existing electrical systems.

1.4. Incidental Work:

1.4.1. New construction, renovation, rehabilitation repair or demolition services incidental to the tasks performed in any of the above paragraphs. This work shall include, but is not be limited to, carpentry, painting, lighting, and similar minor electrical work that may be required to provide a complete, safe and usable facility during and after the course of roofing, mechanical, plumbing or painting services.

1.4.2. Testing, reports and surveys associated with new construction, renovation, rehabilitation of, repairs and additions to, buildings (including lead and asbestos), structures, roads (including traffic/pedestrian patterns), drainage systems, mechanical systems and utility systems.

1.5. Restrictions: Task orders for design only or demolition only shall not be placed against the contract.

TASK ORDER SCOPE OF WORK

"Specific information about the seed project if forthcoming. The proposal due date may be adjusted in order to take in to consideration when this information is made available."

BIDDER INQUIREY KEY

TECHNICAL MATTERS: Technical inquiries are to be submitted via Bidder Inquiry in ProjNet at www.projnet.org/projnet

All questions regarding this Request for Proposal (RFP) must be submitted in writing via **Bidder Inquiry in ProjNet** within no less than 10 calendar days prior to the date established in the RFP for receipt of proposals. The Government reserves the right to decline addressing questions received less than 10 calendar days prior to receipt of proposals.

If an Offeror believes that the requirements in this Request for Proposal contain an error, omission, or are otherwise unsound; the offeror shall immediately notify the Contract Specialist in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this Request for Proposal based on the initial proposal, as received, without discussion.

To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.

From this page you may view all bidder inquiries or add inquiry.

Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

W912HN-09-R-0018

Georgia MATOC for General Construction

Bidder Inquiry Key **SPMR1S-ZGYP1C**

SEED TASK ORDER INFORMATION

ADDITIONAL INFORMATION

"Specific information about the seed project if forthcoming. The proposal due date may be adjusted in order to take into consideration when this information is made available."

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Georgia MATOC, RP09 - 3 Base Year	1	Lump Sum	XXXX	XXXX

Multiple Award Task Order Contract (MATOC) for Design/Build and/or Construction type Task Orders. Work will predominantly be performed in Georgia, however performance may be required at other military locations with the South Atlantic Division Area of Operations (North Carolina, South Carolina, Georgia, Florida, Alabama, and Mississippi).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Georgia MATOC, RP09-3	1	Lump Sum	XXXX	XXXX

1st OPTION YEAR - The Period of Performance for this Option Period, if exercised, will be **for a period 365 days, contingent upon the remaining capacity of the contract (where total capacity is \$100M).**

The not-to-exceed amount for this CLIN will be the unexpended amount remaining from CLIN 0001.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Georgia MATOC, RP09-3	1	Lump Sum	XXXX	XXXX

2nd OPTION YEAR - The Period of Performance for this Option Period, if exercised, will be **for a period 365 days, contingent upon the remaining capacity of the contract (where total capacity is \$100M).**

The not-to-exceed amount for this CLIN will be the unexpended amount remaining from CLIN 0002.

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the

timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it (**X**) is, () is not a small business concern under NAICS Code **236220** assigned to contract number **TBD**.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

NOTE TO OFFERORS

HAND-CARRIED OR MAILED PROPOSALS:

All proposals must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the Request For Proposal No., Due Date of Proposal, Time by which Proposals are Due, and Title of Project.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf as indicated below.

Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below.

U.S. Army Engineer District, Savannah
ATTN: CECT-SAS-C (Tisha M. Fitch)
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Proposals sent by U.S. Mail or delivered by commercial carrier must be received by mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 of the SF 1442 for receipt of proposals.

Offerors are cautioned that proposals sent via United States Postal Service Express Mail are first delivered to the Savannah District Post Office Box instead of 100 West Oglethorpe Avenue, "the office designated for receipt of proposals" therefore, allow sufficient mailing time.

Hand-carried proposals also must be delivered to mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 of SF1442 for receipt of proposals.

Offerors are cautioned that there is no parking in or around the building, therefore, when hand delivering proposals sufficient time should be allowed for transporting of proposal packages from your vehicle to mailroom personnel.

FACSIMILE MODIFICATIONS OF PROPOSALS ARE NOT AUTHORIZED.

QUALITY CONTROL SYSTEM (QCS): Any contract award resulting from this solicitation will require the mandatory use of the automated Quality Control System. Please see Section 01 45 01 for additional information.

SECURITY REQUIREMENTS: Increased security at military installations may require vehicle and personnel registration, as well as 100% ID checks and random vehicle searches.

Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 100

SECTION V
RFP SECTION 00100
PROPOSAL REQUIREMENTS AND INSTRUCTIONS

1. OVERVIEW.

1.1 This Request for Proposal (RFP) solicits for a Multiple Award Task Order Contract (MATOC) for General Construction requirements to be performed primarily in Georgia; however, work may also be performed at other Federal Facilities located within the geographic boundaries of the US Army Corps of Engineers South Atlantic Division (SAD) (North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi). Task Orders issued under any resultant contract(s) will be Firm-Fixed Price and may be of a design-build or construction only nature. (See solicitation section 0010 for the complete scope of the anticipated contract to be awarded under this RFP.) A project requiring use of civil funds is not authorized under this contract.

1.2 The purpose of the Source Selection Plan is to establish a uniform evaluation procedure for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1). In as much as the proposal shall describe the capability of the Offeror to perform any resulting contract, and task orders issued there under, the proposal should be specific and complete in every detail as well as be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract and task orders issued thereafter.

1.3 For the purposes of this solicitation, the Government will utilize a Price Performance Trade-off (PPT) process. In the PPT process, interested Offerors submit certain specified performance and capability proposals in conjunction with price proposals for review and consideration by the Government. The Government will evaluate these performance capability proposals in accordance with the criteria described herein.

2. GENERAL INSTRUCTIONS.

2.1 Firms formally organized as design-build entities, design firms and construction contractors, that have associated specifically for this project, consortia of firms, or any other interested parties may submit proposals. A design firm or construction contractor may offer more than one proposal by entering into more than one association. Associations may be joint ventures or include key team subcontractors. Any legally organized Offeror may submit a proposal.

2.2 Contractor Team Arrangements. Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in Tab E.

2.3 Information required in Tab E:

2.3.1 The Offeror shall identify the major or critical aspects of the requirement to be performed through association as a Contractor Team Arrangement. The submission must contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Contractor Team Arrangement.

2.3.2 Information submitted about any company other than the Offeror, whether a predecessor company, affiliated company, subsidiary (including wholly owned subsidiaries), subcontractors that will perform major or critical aspects of this requirement, or other associated business, **WILL NOT** be evaluated for any factor unless the proposal contains a detailed narrative explaining why this submitted information is relevant to this acquisition.

2.3.4. Information about subcontractors may not be given much weight unless the proposal contains some evidence that the subcontractor is committed to perform the work. Where information about a subcontractor is properly submitted and given significant weight during the evaluation, the failure of the Offeror to actually perform with that subcontractor may be grounds for termination for default.

2.3.5 The Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement.

2.4 When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the bid bond unless a written and properly signed agreement by the joint venture is furnished with the proposal designating a member with the authority to bind the other member(s) of the joint venture. Failure to comply with this requirement may eliminate the proposal from further consideration. For 8(a) set-aside procurements, all prospective Joint Ventures must comply with Title 13 Code of Federal Regulations (CFR) Part 124. For HUBZone set-aside procurements and awards to HUBZone SBCs through full and open competition after a price evaluation preference in favor of qualified HUBZone SBCs, a Joint Venture must comply with 13 CFR Part 126. If applicable, the Offeror shall submit evidence from the Offeror's SBA Servicing Agency that the Offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel. Documentation required by this paragraph shall be included in Tab E.

2.5 Offerors shall submit their proposal to the address shown in Block 7 of Standard Form 1442.

2.6 Proposals are due no later than the time and date specified in Block 13 of Standard Form 1442.

3. GENERAL PROPOSAL FORMAT:

3.1 Title Page. Include the title of the solicitation, solicitation number, Offeror name, and date of the submittal.

3.2 Table of Contents. Each volume of the proposal shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

3.3 Printed Matter Submissions. Written material shall be on 8 ½ x 11 inch paper, printed in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum.

Pages in excess of any specified limitation shall not be evaluated. A single 8 ½ x 11 inch sheet with

written material on one side only shall constitute one page. However, if both sides of the sheet bear written material then this single sheet shall be counted as two pages.

3.4 Binders. Proposals shall be submitted in tabbed, three ring binders as two separate volumes. Volume I shall be comprised of Tabs A through G only. Volume II shall be comprised of Tabs I through K and E.

3.5 Number of Copies. Offerors shall submit an original and one (1) copy of Volume I and an original and five (5) hard copies of Volume II.

3.6 Tabs. Proposals shall be organized and tabbed as follows:

VOLUME I

TAB A – Standard Form 1442, completed and signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture must be signed IAW paragraph 2.4. Failure to do so may result in rejection of an offeror's proposal.

TAB B – Proposal Pricing Schedule, Section 00010
Schedule B, Seed Task Order Price Schedule.

TAB C – Section 00600 – Representations and Certifications.

TAB D – Proposal Data Sheet – See Attachment 1 at the end of this section. Offerors should ensure telephone number, fax number, e-mail address and DUNS number are all included. DUNS number will be used to access Past Performance Information Retrieval System (PPIRS) data.. Offerors should also provide any other assigned number that identifies them in the PPIRS database. If a separate DUNS has been created for a joint venture, prior to the submission of proposals, it must be submitted. A DUNS number shall also be provided for each company identified in any other proposed association of firms or Contractor Team Arrangement. The Offeror should also submit their Tax ID number on the proposal data sheet.

TAB E – Teaming Agreement - See paragraph 2.2, 2.3, 2.4. The explanation required by paragraph 2.3 shall be limited to 2 pages. This two-page narrative is in addition to any signed Teaming Arrangement provided. Offerors are reminded that the Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement. Offerors are reminded that if it is an 8(a) or HUBZone joint venture, it shall ensure that it complies with the applicable requirements of 13 SFR Part 124 and 13 CFR Part 126 respectively.

TAB F – Bid Guarantee—submit in accordance with FAR clause 52.228-1, Bid Guarantee. This item is not rated. However, the Government will review the bid guarantee for legal sufficiency. Any bid guarantee found to be legally insufficient may render an offer ineligible for award. Facsimile and photocopied bid guarantees are not acceptable.

TAB G – Financial Information & Bonding Capability (e.g. past three years financial statements, annual reports, Dun & Bradstreet Ratings and/or number, etc.) Provide a list of all current contracts held, total dollar value, award date, anticipated completion, performance and payment bond amount.

VOLUME II

TAB E – Teaming Agreement – This copy shall be an exact photocopy of the Teaming Agreement submitted in Volume I.

TAB I – FACTOR 1: Corporate Relevant Specialized Experience

TAB J – FACTOR 2: Past Performance

TAB K – FACTOR 3: Design Experience

4. TAB I—FACTOR 1 – CORPORATE RELEVANT SPECIALIZED EXPERIENCE

4.1 SUBMISSION REQUIREMENTS:

4.1.1 The prime contractor and the design firm(s) (or prime contractor if design is to be self-performed) shall each demonstrate recent, relevant experience on similar projects, using Attachment 2 at the end of this section. Offerors may identify state and local government and private contracts that are similar to the Government's requirements. Design firms may list prime contractors they have worked for or government, private or commercial customers. If projects were design-build, so identify them. If the Offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this project as described pursuant to paragraph 2.3. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer.

4.1.2 Projects will be considered similar to this procurement if they are similar in complexity in type, scope or magnitude. Projects which do not meet the minimum criteria specified below SHALL NOT be considered. Projects which meet the specified minimum criteria and which also meet some or all of the additional criteria specified below may be more highly rated. The Government will not consider multiple projects such as individual task orders combined to meet the criteria referenced in 4.1.2.1 below.

4.1.2.1 Minimum Criteria: Projects submitted by the Offeror shall have new construction, rehabilitation, maintenance or repair of situations relating, but not limited to, site work, road work, mechanical systems, plumbing, utility systems, structural, electrical, HVAC, instrumentation, security and safety areas of Government facilities and; Projects submitted by the Offeror shall have a minimum value of \$5 Million.

4.1.2.2 Additional Criteria:

4.1.2.2.1 Large Renovation projects. For the purpose of experience evaluation for this solicitation, large renovation projects would be projects that involve substantial interior demolition of existing buildings, reconfiguration to new uses, and replacement of the majority of interior walls and finishes, electrical and mechanical systems replacements or upgrades, and updating or replacing exterior finishes.

4.1.2.2.2 Phased renovations. Renovated projects that required phasing among multiple buildings in a single complex or a single large structure requiring a portion of the building or complex to remain occupied and/or in operation while renovations were in progress.

4.1.2.2.3 Construction of the following types of facilities or their equivalent or similar commercial or institutional type:

4.1.2.2.3.1 Medical Facilities, etc.

4.1.2.2.3.2 Company Operations Facilities, Administrative and Office Buildings, Educational Facilities, etc.

4.1.2.2.3.3 Military Training Facilities, etc.

4.1.2.2.3.4 Religious Facilities, etc.

4.1.2.2.3.5 Recreational Facilities, etc.

4.1.2.2.3.6 Roads, Parking, Drainage systems, Utility systems, etc.

4.1.2.2.4 ATFP - Anti-Terrorism Force Protection of new and existing facilities: Building and site security for both new and retrofit construction

4.1.3 Offerors shall submit a minimum of three (3), but no more than five (5) Project Information Sheets. The submission of each Project Information Sheet shall not exceed two (2) pages. Where a project was awarded as a task order or delivery order under an IDIQ type contract, Offerors are cautioned to submit information specific to the instant task or delivery order considered relevant to the requirements of this RFP rather than the umbrella contract itself. All projects shall be successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within five (5) years preceding the date of this Solicitation. As a minimum, the Project Information Sheets shall provide; the Contract Number, as established by the customer, the Procuring Activity name (customer), Project Point of Contact with telephone number for the Procuring Activity, general description, scope, location, cost, and date of completion or anticipated completion date and percent constructed as of the date of the solicitation. For purpose of this Request for Proposal, if the Offeror represents the combining of two or more companies in a Contractor Team Arrangement or a Joint Venture, as defined above, each company shall provide a minimum of three (3), but no more than five (5) project examples. An integrated design build company will be considered as a single source for the construction aspect as well as the design aspect of the projects and shall provide no more than five (5) project examples. The experience of individuals will not be credited under this factor.

4.1.4 The Offeror shall provide a supplemental narrative (not additional project lists), not to exceed two (2) pages. The narrative should clearly but concisely describe the extent of recent, related experience of the prime contractor and design firms in design, construction or design-build. At a minimum the narrative should address; (1) previous design-build experience; (2) previous recent teaming experience among the team members; (3) qualifications and experience in sustainable development and design of the Design Firms based on the US Green Building Council's LEED Green Build Reference Guide, and; (4) How any corporate experience that is not directly related to the specific projects above is applicable to this project.

4.2 EVALUATION CRITERIA:

4.2.1 The Government will evaluate the extent of recent, relevant experience of the prime contractor and design firms in design, construction or design-build. Projects procured under indefinite or definite delivery or requirements type contracts will be evaluated on an individual basis. The Government may place greater importance on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy of the project. Federal Government project experience may be rated inherently more important than non-Federal Government project experience.

4.2.2 The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing the Past Performance Information Retrieval System, other DOD or Government

appraisal systems or by contacting owners or references. The Government may check any or all cited references to verify supplied information.

4.2.3 The relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor.

4.2.4 Offerors are cautioned that the Supplemental Narrative shall not exceed two (2) pages and that Government evaluators will review and evaluate only the information contained on the first two pages. Previous design-build and LEED experience is not necessary for a satisfactory rating. However, the Government may consider the experience addressed in the narrative described in paragraph 4.1.4 as a strength or as value added. Similarly, the Government may consider previous teaming experience among the team members as value added. The more relevant the project through which this experience has been gained, the more consideration it may be given. The consideration and weight given to the supplemental narrative will be based on the extent and adequacy of the information provided in accordance with paragraph 4.1.4.

4.2.5 If the Offeror cannot provide information concerning recent, relevant experience on similar projects or the Offeror has no relevant experience, a determination will be made as to the risk this lack of experience presents to the Government and the Offeror will be given an appropriate rating for this factor.

5. TAB J—FACTOR 2 - PAST PERFORMANCE

5.1 SUBMISSION REQUIREMENTS:

5.1.1 Past performance refers to the quality of recent project experience from the owner's perspective. The prime construction contractor and the design firm (or prime contractor if design is to be self-performed) shall each complete and provide a Past Performance Assessment Sheet on a minimum of three (3) projects, but no more than five (5) projects, which meet the criteria described in paragraph 4.1.2 above using Attachment 3. The submission of each Past Performance Assessment Sheet shall not exceed five pages. The Offeror shall provide clear and adequate information in response to the past performance elements identified on Attachment 3. Though not required, ideally project past performance information submitted under this factor would be on the same projects submitted for consideration under Factor 1. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer. Additional Past Performance Assessment Sheets may be submitted for consideration on any other member of a Team Arrangement as defined in paragraph 2.2 that will perform a major or critical aspect of the project. Past performance information submitted on a team member who does not perform a major or critical role on the project or whose role has not been clearly or adequately described as required by paragraph 2.3 will not be considered. Projects cited on the Past Performance Assessment Sheets shall be successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within five (5) years preceding the date of this solicitation. The Government will call to confirm information provided by the Offeror on the Past Performance Assessment Sheet with the points of contact **to the extent necessary to conduct a meaningful evaluation**. The Government reserves the right to interview other individuals if the point of contact is not available.

5.1.2 Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include but are not limited to: Past Performance Information Retrieval System (PPIRS), other Government sources, and telephone interviews with organizations or individuals familiar with the Offeror's performance. CCASS ratings on all relevant projects submitted by the Offeror under Tab J as well as up to 10 CCASS ratings on relevant

projects in accordance with 5.2.3 and 4.1.2 will be considered. ACASS on projects that are relevant in accordance with 5.2.3 and 4.1.2, submitted in Tab J, where the AE firm has designed projects (fully designed and at least 50% construction complete) will be considered.

5.1.3 The past performance of individuals will not be credited under this factor.

5.2 EVALUATION CRITERIA:

5.2.1 The Government will evaluate the Offeror's past performance using the sources available to it including but not limited to: the example projects identified by the Offeror and submitted on the Past Performance Assessment Sheets and any additional information received from references, ACASS, and CCASS. Offerors may be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond if such information is determined to present an impact on the rating to be assessed.

5.2.2 The Government will consider past performance of the prime construction contractor and the design firm (or the prime contractor if design is self-performed). If a firm has multiple functions or divisions, the Government will only evaluate the past performance of the unit or division submitting the offer. The Government may also consider the past performance information submitted on any other team member. However, in accordance with paragraphs 2.2 and 2.3, above, the consideration and weight given to past performance information concerning other than the prime contractor will be based on the extent of involvement of the team member in the project and the adequacy of the proposal in identifying and addressing such arrangements and roles. Past performance information submitted on a team member who does not perform a major or critical role on the project or whose role has not been clearly or adequately described as required will not be considered

5.2.3 The Government will consider relevant projects that are successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within five (5) years preceding the date of the solicitation. To be deemed relevant, projects must comply with criteria specified herein and that of the minimum requirements specified under paragraph 4.1.2 above. Projects do not have to include the additional criteria also specified under paragraph 4.1.2; however, projects, which meet some or all of the additional criteria, may be considered more relevant thus more highly rated. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. The Government places higher value on projects for which successful performance can be validated by means other than the Offeror's self-assessment such as through independent telephone interviews with points of contact identified in the proposal, CCASS/ACASS or other agency performance databases, Offeror furnished references or personal knowledge. The Government places a higher value on projects which provided particularly difficult or unique challenges and the innovative methods the Offeror used to resolve problems successfully.

5.2.4 Offerors are cautioned that the submission of each Past Performance Assessment Sheet shall not exceed five (5) pages and that Government evaluators will review and evaluate only the information contained on the first five pages.

5.3 The Government will evaluate past performance based on the elements listed below:

5.3.1 Quality of Construction. The Government will evaluate all information available with respect to the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror.

5.3.2 Timeliness of Performance. The Government will evaluate all information available with respect to the completion of projects within the scheduled completion times.

5.3.3 Customer Satisfaction. The Government will evaluate all information available with respect to customer satisfaction, cooperation with customers, and interaction on past projects.

5.3.4 Subcontractor Management. The Government will evaluate all information available with respect to effective management of subcontractors on past projects.

5.3.5 Safety. The Government will evaluate all information available with respect to the contractor's safety program or efforts.

5.4 If the Government does not obtain past performance information for the projects identified by the Offeror and cannot establish a past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably.

6. TAB K—FACTOR 3- DESIGN EXPERIENCE

6.1 SUBMISSION REQUIREMENTS:

6.1.1 The Offeror shall demonstrate its capability to perform design work as required under this contract using the Standard Form 330 for the prime Architect-Engineer Firm and each consulting Architect-Engineer Firm. The Government will evaluate the Offeror's capability using the Standard Form 330. The Government will evaluate the following three (3) areas:

6.1.1.1 Specialized Experience and Technical Competence. Provide information pertaining to specialized experience and technical competence in:

- a. Projects as described in paragraph 4.1.2 of this section
- b. Design/Build projects
- c. Topographic surveying
- d. Shop drawing review, construction phase services
- e. Preparation of design files in (*.dgn) formats.

6.1.1.1.1 Offerors shall submit no less than three (3) but no more than five (5) projects that are currently well underway (at least 50% design progress completed) or successfully completed within five (5) years preceding the date of this solicitation.

6.1.1.2 Staffing and Professional Qualifications. Provide professional qualifications (appropriate training, education, experience and professional registration) for the following disciplines as defined in Section 01 08 00:

- a. Senior Architect
- b. Sub-professional Architect
- c. General Engineer
- d. Sub-professional General Engineer
- e. Civil Engineer
- f. Sub-professional Civil Engineer
- g. Mechanical Engineer
- h. Sub-professional Mechanical Engineer
- i. Electrical Engineer
- j. Sub-professional Electrical Engineer

- k. Structural Engineer
- l. Sub-professional Structural Engineer
- m. Topographic Surveyor and Crew

6.1.1.2.1 Lack of staffing and qualifications may result in lack of efficiency and delays during accomplishment of task orders when engineering disciplines are being added to accomplish design. Offerors do not have to include all of the criteria in 6.1.1.2; however, Offerors that meet all of the criteria may be more highly rated.

6.1.1.3 Design Standards and Practices in South Atlantic Division (SAD). The Design Firm must submit a narrative, not to exceed two (2) pages detailing their capability to perform the following:

- a. Demonstrate qualifications and experience in sustainable development and design based on the US Green Building Council's LEED Green Build Reference Guide, and;
- b. Comply with the state building codes and the military base installation design guides;
- c. Seal designs completed for the states of Georgia, South Carolina and North Carolina;
- d. Attend meetings; perform site visits and surveys at the installations within 24 hours of Government notification.

6.2 EVALUATION CRITERIA:

6.2.1 The Government will review the Offeror's Standard Form 330 for prime Architect-Engineer firm and each consulting Architect-Engineer firm. The Government may contact and interview the points of contact and reserves the right to interview other individuals if the points of contacts are not available. The Government will evaluate all information available to determine depth of experience and competence in paragraph 6.1.

6.2.2 The Government will evaluate all information available to identify staffing and professional qualifications in the required engineering discipline elements of paragraph 6.1.1.2.

6.2.3 Design Standards and Practices in South Atlantic Division (SAD). Offerors will be evaluated on their ability to comply with the state build codes and installation design guides, seal designs completed for SAD and report to the construction site within 24 hours of Government notification.

7. EVALUATION STANDARDS. Evaluation factors will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each factor rated. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the definitions established below. As each factor is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an Offeror's present and past work and accomplishments to determine the Offeror's ability to successfully perform as required.

7.1 OUTSTANDING - No doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. The proposal contains no significant weaknesses, deficiencies or disadvantages and presents very low risk that it will not be successful. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal provides solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements.

7.2 ABOVE AVERAGE - Little doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates a sound approach which is expected to meet all requirements and objectives and exceed some. Any weaknesses noted in the proposal are minor and should not seriously affect the Offeror's performance and presents low risk that it will not be successful. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in above average performance. The risk of unsuccessful performance is low as the proposal contains solutions which are considered feasible and practical. These solutions are further considered to reflect low risk in that they are clear and precise, reasonably supported, and demonstrate an understanding of the requirements.

7.3 SATISFACTORY - Some doubt exists that the Offeror will successfully perform the required effort based on their performance record. If the Offeror has no record of relevant past performance upon which to base a meaningful performance risk prediction, this rating will be assigned for Past Performance. The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that it will not be successful. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements.

7.4 MARGINAL - Significant doubt exists that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The Offeror may satisfactorily complete the proposed tasks, but there is a high risk that it will not be successful. The approach has disadvantages of substance and advantages, which if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The risk of unsuccessful performance is high as the proposal contains solutions which may not be feasible and practical. These solutions are further considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements.

7.5 UNSATISFACTORY - It is extremely doubtful that the Offeror will successfully perform the required effort based on their performance record. The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. In terms of a specific factor, the Offeror fails to meet the minimum requirements and there is unacceptably high risk that it will not be successful. This approach has numerous disadvantages of substance, and advantages which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions which are not feasible and practical. The solutions are further considered to reflect very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement.

8. RELATIVE IMPORTANCE OF FACTORS

8.1 PRICE is equal in importance to ALL NON-COST FACTORS when combined.

8.2 NON-COST FACTORS.

FACTOR 1: CORPORATE RELEVANT SPECIALIZED EXPERIENCE: This factor is equal in importance to Factor 2 and more important than Factor 3.

FACTOR 2: PAST PERFORMANCE: This factor is equal in importance to Factor 1 and more important than Factor 3.

FACTOR 3: DESIGN EXPERIENCE: This factor is the least important of all the factors.

9. PROPOSAL EVALUATION PROCEDURE

9.1 SOURCE SELECTION EVALUATION BOARD (SSEB):

9.1.1 The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any documents incorporated by reference, except as expressly allowed by this solicitation.

9.1.2 Each member of the SSEB will independently consider all information provided in the proposal. Once these individual analyses are completed, the SSEB will assign a consensus rating for each evaluation factor. It is the responsibility of each member of the SSEB to provide and document sufficient strengths, weaknesses, and/or deficiencies to support the assigned rating for each factor as well as the overall rating. Comments are required for all ratings.

9.1.3 The final overall rating along with ratings on individual factors, to include all support documentation, will be provided to the Source Selection Authority. The Source Selection Authority, independently exercising prudent business judgment, will determine which Offeror, if any, will receive the contract award.

10. EXCEPTIONS. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

11. RESTRICTIONS. Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

12. PRICE

12.1 Price will not be rated, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the best value decision for award of any resultant contract. Pricing for the Seed Task Order shall be completed and submitted on the Task Order Pricing Schedule shown at Section 00010—Schedule B of the solicitation..

12.2 The Government will perform a price analysis on all proposals received for the Seed Task Order. Price analysis will be performed in accordance with FAR 15.404-1, to determine fairness and reasonableness as well as to assure an understanding of the work and ability to execute task orders at the price proposed. The evaluation will determine the extent to which the price proposal is consistent with the requirements of the RFP. Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool as necessary will be utilized in making this determination. Offerors are advised that any offer wherein pricing is deemed unfair or unreasonable will be rendered ineligible for award.

12.3 The Government shall use the total Seed Task Order price as the evaluated price for making the best value decision. Award cannot be made if the price exceeds the construction cost limitation.

13. BASIS FOR AWARD

13.1 Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

13.2 In order to determine which proposal(s) represent the best value, the Government will compare proposals to one another. The Government will award up to, but no more than, five (5) contract(s) to those responsible Offeror(s) whose technical submittal and price proposal for the Seed Task Order contains the combination of those criteria described in this document offering the best value to the Government. That offeror whose proposal provides the best “overall” value to the Government, among those selected for award of a contract under the MATOC, will also be awarded the Seed Task Order project utilized in the evaluation process. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

13.3 As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

13.4 The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers.

13.5 Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.

13.6 In accordance with FAR 52.216-22, the Government guarantees a minimum of \$2,500.00 for the entire duration of this contract.

ATTACHMENT 1
TAB D
PROPOSAL DATA SHEET

W912HN-09-R-0018
Multiple Award Task Order Contract (MATOC)
For
General Construction within Georgia

1. Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing CCASS)

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

2. AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

Single E-mail address to which Notice of Award will be sent:

ATTACHMENT 2
TAB I
CORPORATE RELEVANT SPECIALIZED EXPERIENCE
DATA SHEET.

W912HN-09-R-0018
Multiple Award Task Order Contract (MATOC)
For
General Construction within Georgia

Project Title:

Location:

Address of building(s):

Contract number:

If applicable, Task Order Number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer, or other:

Level of involvement in this project in terms of specific work performed:

Procuring activity:

Procurement point of contact and telephone number:

List date of construction completion or percent completion if construction is underway:

Total cost:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

List the relevant criteria associated with this project in accordance with paragraph 4.1.2:

ATTACHMENT 3
TAB J - PAST PERFORMANCE ASSESSMENT SHEET

W912HN-09-R-0018
Multiple Award Task Order Contract (MATOC)
For
General Construction within Georgia

Using the following format, provide information for three to five projects successfully completed, or substantially completed (fully designed and at least 50% construction progress completed), preferably of similar design or features to that specified in the RFP, that are being or have been constructed by the Offeror to be used for reference and evaluation purposes. Ideally, these should be the same projects for which have been provided under Factor 1-1, Corporate Relevant Specialized Experience. See paragraph 5.1.1 for submission requirements.

For each project provide the following information:

Project Title:

Location:

Address of building(s):

Contract number:

If applicable, Task Order number:

Procuring activity:

Procurement point of contact and telephone number:

Date of Award:

Status: Active _____ (provide percent complete)
Complete _____ (provide completion date)

Total cost:

Total cost of all modifications:

Indicate type of project (private sector, Government, planned unit development, etc.):

Design-Bid-Build ☐ or Design-Build ☐

General description of project:

List the relevant criteria associated with this project in accordance with paragraph 4.1.2:

For each project provide the following assessment:

QUALITY OF CONSTRUCTION:

Describe your company's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated. For Design Firms, describe your company's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated throughout the design and construction process(**if applicable**).

TIMELINESS OF PERFORMANCE:

Describe your company's timeliness of performance in the following areas:

Was the contract completed ahead of schedule or on time, if not why?

Were liquidated damages assessed, if so provide an explanation?

Did the award amount or delivery schedule change, if so why?

If any issues were identified, how were they resolved?

If a problem surfaced, what actions were taken to fix it?

CUSTOMER SATISFACTION:

Describe your company's assessment of the customer's satisfaction in relation to Quality, Cost, and Schedule.

SUBCONTRACTOR MANAGEMENT:

Describe your company's assessment of how well subcontractors, suppliers, and the labor force were managed and coordinated?

What was the relationship between your company and subcontractors?

Did the subcontractors perform the bulk of the effort or just add breadth or depth on particular technical areas?

SAFETY:

Describe your company's assessment in complying with safety standards and the effectiveness of your company's safety program.

ADDITIONAL PROJECT INFORMATION:

Describe your company's assessment on any weak/strong points identified throughout the project?

Please provide the name, title, Government agency or commercial organization, email address and phone number of three current or previous Points of Contact. Persons identified below should be able to confirm your company's assessment of this project and be able to answer any other questions the Government might have about the performance of this project.

Name: _____

Title: _____

Organization: _____

Email address: _____

Phone: _____

Name: _____

Title: _____

Organization: _____

Email address: _____

Phone: _____

Name: _____

Title: _____

Organization: _____

Email address: _____

Phone: _____

TERMINATED PROJECTS:

Attach a list of any projects within the last three years that have been terminated. Provide an explanation.

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

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

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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

(End of clause)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(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 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; **C2- DO** rated order certified for national defense, emergency preparedness, and energy program 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)

52.215-1 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 **Multiple Award Task Order Contract (MATOC)** contract resulting from this solicitation.

(End of provision)

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

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

under this solicitation.

(End of provision)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

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

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

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

Goals for minority participation for each trade	Goals for female participation for each trade
29.6%	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
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009) ALTERNATE II (JUN 2009)

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

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

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

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph

(b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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)

52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

(a) Definitions.

“Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 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 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009) ALTERNATE II (MAR 2009)

(a) Definitions.

Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; 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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

“Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 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 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**U.S. Army Corps of Engineers
ATTN: CT-C
100 West Oglethorpe Avenue
Savannah, GA 31401-3640**

(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)

(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) Organized Site Visit shall be scheduled on a Task Order by Task Order basis.

(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)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

(2) The small business size standard is ----- [**\$ 33.5 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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

☐ Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

(offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

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

(2) The small business size standard is **\$33.5 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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

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

☐ Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

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

FAR/DFARS clause No.	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

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

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

252.247-7022 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)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

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

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization 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 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 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 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 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 eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation 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 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 includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed 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 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) Prohibition. 31 U.S.C. 1352 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 covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use 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 the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

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

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action 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.

(2) Professional and technical services. (i) 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.

(ii) 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.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) 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.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) 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.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person 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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
 - (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
 - (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial

Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

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

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

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

Registered in the CCR database means that--

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

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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)

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

- (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.
 - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$30,000 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 \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

(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 and to interview any current employee regarding such transactions.

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009) - ALTERNATE I MAR 2009)

(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. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this 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 or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(ii) Interview any officer or employee regarding such transactions.

(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) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

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)

CLAUSES INCORPORATED BY FULL TEXT

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, 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. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) 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.

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

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

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

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

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

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

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

(B) The Contractor proves that the cost or pricing data were available before the "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.

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

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

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)

CLAUSES INCORPORATED BY FULL TEXT

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, 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.

(c) 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 (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds 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.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$20,000,000**;

(2) Any order for a combination of items in excess of **\$33,333,333**; or

(3) A series of orders from the same ordering office within **365** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any **deliveries under this contract after the period of performance of all task orders issued has expired.**

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)-

(a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur

by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year, or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement. -

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.-

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the Contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.-

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;-

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;-

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and-

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.-

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;-

(2) Any cost already paid to the Contractor;-

(3) Anticipated profit or unearned fee on the canceled work; or-

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence. -

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the

contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.-

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **60 calendar days**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Five Years from date of award.**

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

small business concerns shall be considered nonresponsive and will be rejected.

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

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(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 that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such 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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work –

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the ``primary site of the work" as defined in paragraph (a)(1)(i), or the ``secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the ``site of the work." Such permanent, previously established facilities are not a part of the ``site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) 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.

(3) 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (iv) With respect to helpers, such a classification prevails in the area in which the work is performed
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(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.
- (d) 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.
- (e) 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988) (DEVIATION 2009-O0001)

(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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347inst.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social

security number and current address of each covered worker, and shall provide them upon requires to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) 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.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, 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.

(4) 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.

(5) 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.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(1) 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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) 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 OATELS 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.

(3) In the event OATELS 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the ``site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the ``site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the ``site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the ``site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;

- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination--Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

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

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

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(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)(1) 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 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.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (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 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(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 \$100,000 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(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 \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

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

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094.
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
- (1) The Contractor shall notify the Contracting Officer; and
 - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
 - (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
 - (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

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

Energy-efficient product—

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site

preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **"NONE"**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

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

(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)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act 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... ..

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

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN ACT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009) ALTERNATE I (JUN 2009)

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

Australian, Chilean, or Moroccan construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Australia, Chile, or Morocco; 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 Australia, Chile, or Morocco into a new and different construction material distinct from the materials from which it was transformed.

Bahrainian, Mexican, or Omani construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico; or Oman
- (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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

Caribbean Basin country construction material means a construction material that--

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

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

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

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that--

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

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **"NONE"**

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(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, and Sudan are prohibited, as are most imports from Burma or 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](http://www.treas.gov/offices/enforcement/ofac/). 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/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

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

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.

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

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

(3) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or 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) Cost;
- (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)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
- (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
- (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 section 1605 of the Recovery Act or 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 cost 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 section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or 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 Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

Item 2:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

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

(Include other applicable supporting information.)

(* Include all delivery costs to the construction site.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

(a) Definitions. As used in this clause—

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.

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.

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

Free trade agreement (FTA) country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an 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 an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Recovery Act designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania,

Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

WTO GPA country construction material means a construction material that—

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

(b) Construction materials. (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a – 10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

“NONE”

(4) The Contracting Officer may add other 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.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or 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) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost 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 section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable 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 Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

Item 2:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

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

(Include other applicable supporting information.)

[* Include all delivery costs to the construction site.]

(End of clause)

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52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(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 United States patent 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 shall include the substance of this clause, including this paragraph (b), in all subcontracts that are 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)

CLAUSES INCORPORATED BY FULL TEXT

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(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 the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of 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)

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 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 Million_**, 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)

CLAUSES INCORPORATED BY FULL TEXT

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-11 PLEDGES OF ASSETS (SEP 2009)

(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) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.usdoj.gov/enrd/2001_Title_Standards.htm. 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)

CLAUSES INCORPORATED BY FULL TEXT

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

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (NOV 2006)

(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 the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.232-17 INTEREST (OCT 2008)

(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 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 611 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 (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) 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, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

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 the Miller Act (40 U.S.C. 3133), 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--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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 exceeding \$100,000.

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

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the 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)

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002) -- ALTERNATE I (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. 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) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest

on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 **(12%) percent of the total amount of work to be preformed under the contract/task order**. 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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) (insert other pertinent information).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation

of the parties, in subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier

subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish determined on a task order basis sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of ore than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) .203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the

intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

- (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
 - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- 2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not

purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.245-9 USE AND CHARGES (JUN 2007)

(a) Definitions. As used in this clause:

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Plant equipment, as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of--

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract--

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General. (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments. (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006)

(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(c) (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 \$55,000 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)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

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

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

- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

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

(i) The cost of this work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

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

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

(End of clause)

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

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

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

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2008)

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

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

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.

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

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

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

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(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)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(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)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(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 \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

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

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

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

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008)

(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.

(3) Qualifying country means a country with a memorandum of understanding or international agreement with the United States. The following are qualifying countries:

Australia
Austria
Belgium
Canada
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

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

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

(b) The Contractor shall 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:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(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 incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, 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, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. 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 shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; 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 a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(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 means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) 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)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(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 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 following index of drawings:

"Specific information about the seed project if forthcoming. The proposal due date may be adjusted in order to take in to consideration when this information is made available."

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

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.

252.247-7023 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

CLAUSES INCORPORATED BY FULL TEXT

52.204-4003 TAXPAYER IDENTIFICATION

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.

(a) 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.

(b) 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 _____

(c) Common parent.

___ Offeror is not owned or controlled by a common parent

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4005 Online Representations and Certifications Application (ORCA).

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of ORCA in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. Prospective contractors must complete the electronic representations and certifications through ORCA at <http://orca.bpn.gov>. The representations and certifications submitted to ORCA must be updated as necessary but at least annually to maintain an active status. In addition to the use of ORCA as required by other clause or clauses in this solicitation, prospective contractors must complete the representations and certifications included in this solicitation.

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 **.(Performance times will vary on subsequent task orders)*** 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)

CLAUSES INCORPORATED BY FULL TEXT

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 \$ _____ **will vary on subsequent task orders** 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-4008 MULTIPLE AWARD FAIR OPPORTUNITY TASK AND DELIVERY ORDER CONTRACTS
(PIL 2005-01, 6 OCT 04)

More than one contract is being awarded for the same scope of work as this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$3,000.00, except as follows:

- (i) The agency need is so urgent that providing a fair opportunity would result in unacceptable delays;
- (ii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

The Contracting Officer may consider Price or Price and any combination of the following factors when awarding a task order against this contract: (1) Quality of past performance on previous task orders issued under this contract, (2) Ability to manage the additional work required by the task order, (3) Essential technical continuity among related requirements, (4) Other technical factors. Factor(s) and their importance to one another may vary from task order to task order; however, the combination of factors considered and their relative importance will be stated in the Request for Proposal for each specific task order.

The contracting officer shall document in the contract file the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision.

If the contractor believes it was not fairly considered for a particular task order, the contractor may present a complaint to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is assigned to the USACE Office of the PARC, at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (LTC Norbert S. Doyle, USACE Ombudsman), 441 G Street, N.W., Washington, D.C. 20314-1000. The ombudsman will review the contractor's complaint in accordance with FAR 16.505 (b)(5)."

CLAUSES INCORPORATED BY FULL TEXT

52.216-4009 MULTIPLE AWARD CONTRACT CAPACITY

The Government intends to award up to **Five (5)** multiple indefinite delivery type contracts for the facility type specified under this solicitation; however, the Government reserves the right to award less than this number if an insufficient number of acceptable proposals are received to award the desired amount. The Government further reserves the right to solicit and award additional contracts at any time to achieve or maintain the number of contractors as stated above. In no case will the number of contractors exceed the desired number stated above at any given time. Any awardee who fails to adequately participate under this MATOC may have their contract terminated at the convenience of the Government. Inadequate participation is deemed that in which an awardee submits a proposal less than 50% of the time for all task orders in which the awardee is given a fair opportunity to be considered, or in which the awardee submits a proposal greater than 50% of the time, but either consistently unreasonably over or understates price. Contract capacity will be in the amount of **\$ 100 Million**. This capacity

will be shared among all awardees under this solicitation and any additional solicitation for the term of the contract which is a **5 year, plus 2 one year option periods**, or upon total usage of capacity, whichever occurs first.

CLAUSES INCORPORATED BY FULL TEXT

52.216-4010 - GUARANTEED MINIMUM

The applicable appropriation having a balance sufficient to cover the cost of any procurement hereunder will be cited on each individual Task Order. In accordance with FAR 52.216-22 the Government guarantees a minimum of **\$ 2,500.00** for the entire year.

CLAUSES INCORPORATED BY FULL TEXT

52.219-4002 REPORTING REQUIREMENTS--SUBCONTRACTING PLAN (CESAD-CT JUL 1993)

(a) Retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess Liquidated Damages in accordance with FAR clause 52.219-0016 for failure to submit timely SF 294 and SF 295 Reports. The amount of retainage will be determined in accordance with the following formula:

(b) Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). 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.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

CLAUSES INCORPORATED BY FULL TEXT

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.232-4001 COST LIMITATION – JUNE 1999

The designated billing office will be determined by the location of the work contained within each task order and will be shown in the “Notes to Offeror” of the DD 1155, Order for Supplies or Services.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

The designated billing office will be determined by the location of the work contained within each task order and will be shown in Block 14 of the DD 1155, Order for Supplies or Services.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:
U.S. Army Corps of Engineers Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-4016 ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENTS FOR TASK ORDERS (NOV 2006) *(If identified in the task order the following will apply:)*

- (a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the task order, while

construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in the contract clause 52.232-5, **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS**.

(b) As for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within seven (7) calendar days of the scheduled progress along the critical path(s) at the time of submission.

(c) All requirements of the contract clauses 52.232-5 **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS** and 52.232-27, **PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS** will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

CLAUSES INCORPORATED BY FULL TEXT

52.236-4001 DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE – Nov 2004

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails:

(1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal in its entirety, including all drawings, catalog cuts, illustrations, personnel, narratives and other offers that meet or exceed the RFP requirements. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1) Items which exceed the RFP requirements

(i) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation, as defined by the Solicitation Section 100, "Proposal Submission Requirements".

(ii) Enhancements: Any portions of the Offeror's proposal, or any portions of an accepted design submission, that exceed the minimum quality or performance standards set forth in the RFP but which are not specifically identified as betterments within the RFP definition. This includes, but is not limited to, catalog cuts, illustrations, narratives, identified personnel, equipment, materials, methods and all other offers contained within the proposal that meet or exceed the RFP requirements.

(2) The provisions of the solicitation. (see also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.) If the proposal, or any approved design submission, offers to provide any requirement that does not meet the RFP specification and drawings, and that item is not specifically recognized during evaluation as a proposal weakness, it is a deviation. Deviations from the minimum standard of quality required by the RFP shall not be accepted unless identified and specifically approved by the Contracting Officer in writing. If unapproved, the Contractor must provide the RFP requirements without additional cost to the Government.

(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 to all provisions of the contract, in the order of precedence herein.
(End of Clause)

52.236-4003 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – (MAY 02)

(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 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 shall be jointly and severally liable thereunder.

(End of Clause)

52.236-4004 SEQUENCE OF DESIGN-CONSTRUCTION – 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. No construction may be started, <with the exception of....clearing, etc...> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer 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 Contracting Officer, 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)

52.236-4005 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 submissions 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 Contracting Officer 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 Contracting Officer, 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 the 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)

52.236-4006 CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

52.236-4008 DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contract and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

52.236-4009 PARTNERING (AUG 97)

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 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. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

(End of Clause)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for projects under this MATOC will be determined on a task order basis.

52.236-4012 DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

(a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(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 Request for Proposals 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)

52.236-4013 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM
(January 2002 SAS) (Ref. DFARS 236.273)

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation.

52.239-4006 SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS' UNCLASSIFIED
CONTRACTS (PIL 2003-06, 19 FEB 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Savannah District Security Officer, ATTN: CESAS-SL, 100 West Oglethorpe Avenue, Savannah, GA 31401 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Savannah District Security Officer (address above). For those contractors who do not have a CAGE Code or Facility Security Clearance, the Savannah District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

52.244-4001 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – NOV 2006

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, which ever is greater is the minimum standard for any substitution.

(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)

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(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)

- (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 fulfil 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 materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.
- (End of Clause)

52.249-4001 I TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	6	4	4	6	8	7	4	4	5	9

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. 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 in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays,

and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of provision)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of \$_____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

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ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:
2. Rates of Wages:
3. Formats:
 - Fort Bragg Project Sign
 - Army Project Sign
 - Project Sign Legend Defined
 - Project Sign Erection Detail
 - AF Project Sign
 - ARRA Project Sign
 - Corps of Engineers Logo
 - Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)
 - Construction Quality Control Report
 - Weekly Temporary Electrical Inspection
4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)
5. Forms:
 - SAS Form 9 - Activity Hazard Analysis
 - SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted Cranes
 - SAD Form 1666d-R Safety Checklist for Control of Hazardous Energy (Lockout/Tagout)
 - SAD Form 1666d-R Safety Checklist for Motor Vehicles, Trailers, and Trucks
 - SAD Form 1666d-R Safety Checklist for Safe Access and Fall Protection
 - SAD Form 1666d-R Safety Checklist for Scaffolds - Other Types
 - SAD Form 1666e-R Safety Checklist for Crawler Tractors and Dozers
 - SAD Form 1666e-R Safety Checklist for Cutting/Welding Operations
 - SAD Form 1666e-R Safety Checklist for Demolition Operations
 - SAD Form 1666e-R Safety Checklist for Forms, Falsework, and Concrete Operations
 - SAD Form 1666e-R Safety Checklist for Permit Required Confined Spaces (PRCS)
 - SAD Form 1666e-R Safety Checklist for Personal Protective Equipment
 - SAD Form 1666e-R Safety Checklist for Portable Ladders
 - SAD Form 1666e-R- Safety Checklist for Portal, Tower, and Pillar Cranes
 - SAD Form 1666e-R Safety Checklist for Rigging

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

SAD Form 1666e-R Safety Checklist for Sanitation/Housekeeping

SAD Form 1666e-R Safety Checklist for Scaffolds - Metal Frame

SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment

SAD Form 1666e-R Safety Checklist for Structural Steel Erection

SAD Form 1666e-R Safety Checklist for Tree Work, Maintenance, or Removal Operations

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Competent Person

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Operations

SAD Form 1666f-R Safety Checklist for Crane Inspections

SAD Form 1666g-R - Safety Checklist for Material Hoists

SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment

ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance

DA Form 5418-R - Cost Estimate Analysis

DD Form 1354 - Transfer and Acceptance of Military Real Property

Standard Form LLL-A - Disclosure of Lobbying Activities

FB Form 1605 - Directorate of Engineering and Housing Excavation Permits

Landfill Permit Application

Ft. Bragg Asbestos Removal, Transportation, and Disposal

Real Property Inventory

FB Form 51 - Real Property Inventory and BIS Worksheet

Fort Bragg Borrow Pit Permit

Fort Stewart and Hunter Army Airfield Borrow Pit Excavation Permit

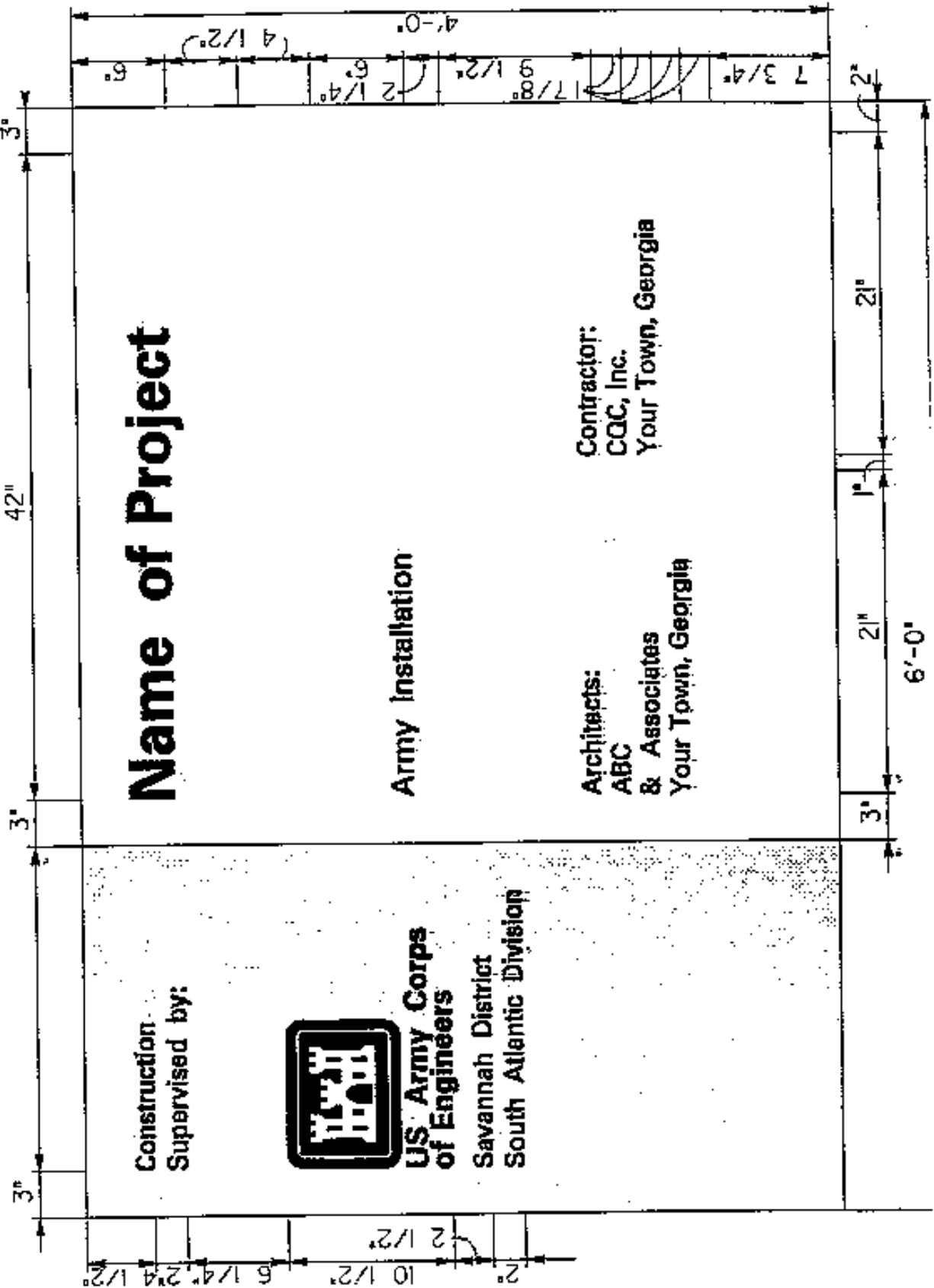
Fort Bragg Application for Landfill Permit

Fort Stewart and Hunter Army Airfield Landfill Permit Application

Badges - Fort Benning Contractor Security Badge Policy



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PROJECT SIGN LEGEND DEFINED

Legend Group 1: The words:

"Construction Supervised by:"	or	"Design and Construction Supervised by:"
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shall be placed on two lines using black, 1.25" Helvetica regular typeface. Maximum line length is 19".

10.5" Reverse Signature: The Corps symbol shall be a 10.5" white reverse signature using a 6" castle on a red background. The castle and surrounding border lines shall be white. The castle windows, door, and logo background are to be red. The words "U.S. Army Corps of Engineers" shall be black.

Legend Group 2: The words:

"Savannah District
South Atlantic Division"

shall be placed on two lines below the 10.5" reverse signature, using black, 1.25" Helvetica regular typeface.

Legend Group 3: The "Name of Project" shall be placed on one to three lines using white 3" Helvetica bold typeface. Maximum line length is 42".

Legend Group 4: The "Army Installation" shall be a one or two line identification of the facility or name of the sponsoring department. Lettering is to be white, 1.5" Helvetica regular typeface. Maximum line length is 42".

NOTE: Cross-align the first line of legend group 4 with the first line of the Corps signature (U.S. Army Corps) as shown.

Legend Group 5a: The words:

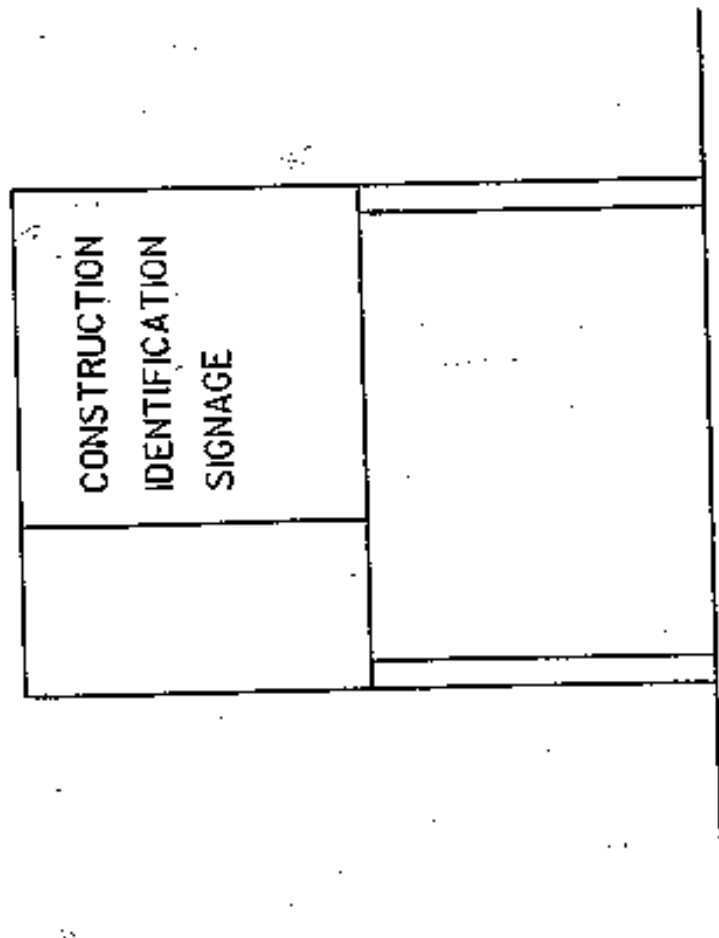
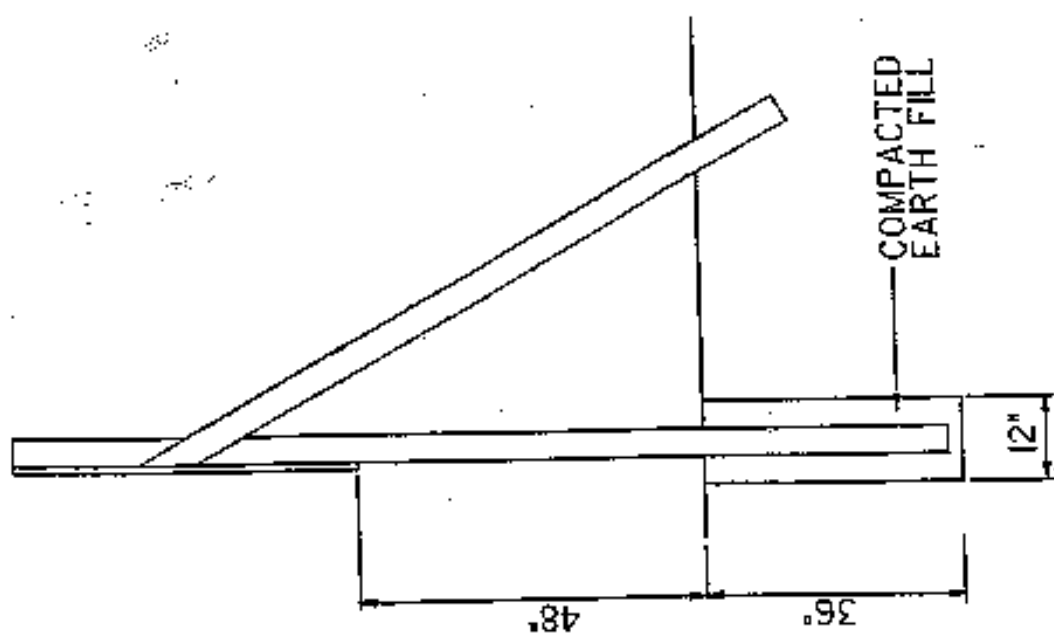
"Architects:" or "Engineers:" or "Architect-Engineers:"

shall be a one to five line identification of the prime architect or engineering corporate or firm name, city, and State. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

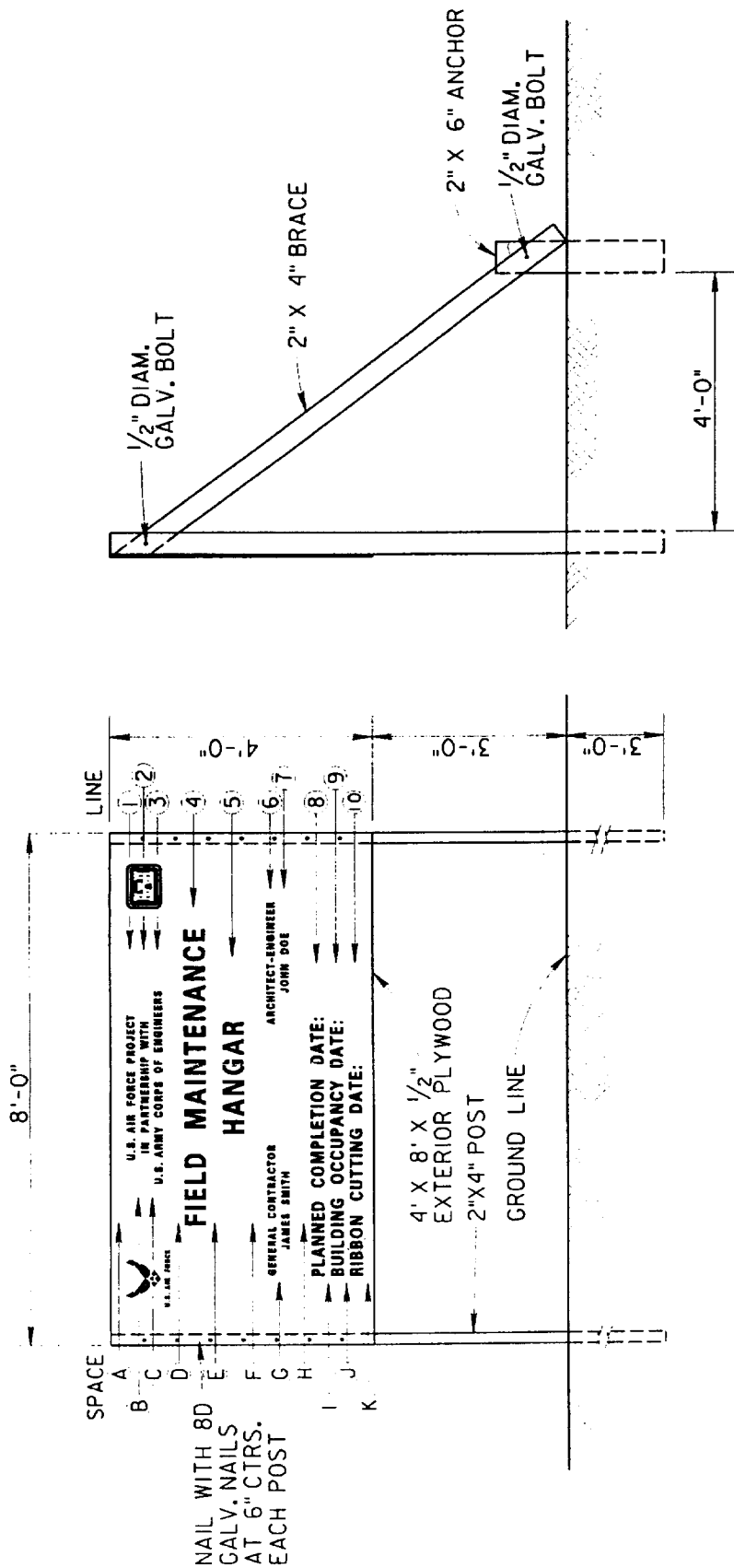
Legend Group 5b: The "Contractor:" shall be a one to five line identification of the prime Contractor corporate or firm name, city, and State. Include type of Contractor, i.e. General Contractor, etc. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

NOTE: All typography shall be flush left and rag right, upper and lower case with initial capitals only as shown.

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FRONT VIEW

END VIEW

U.S. AIR FORCE PROJECT SIGN DETAILS

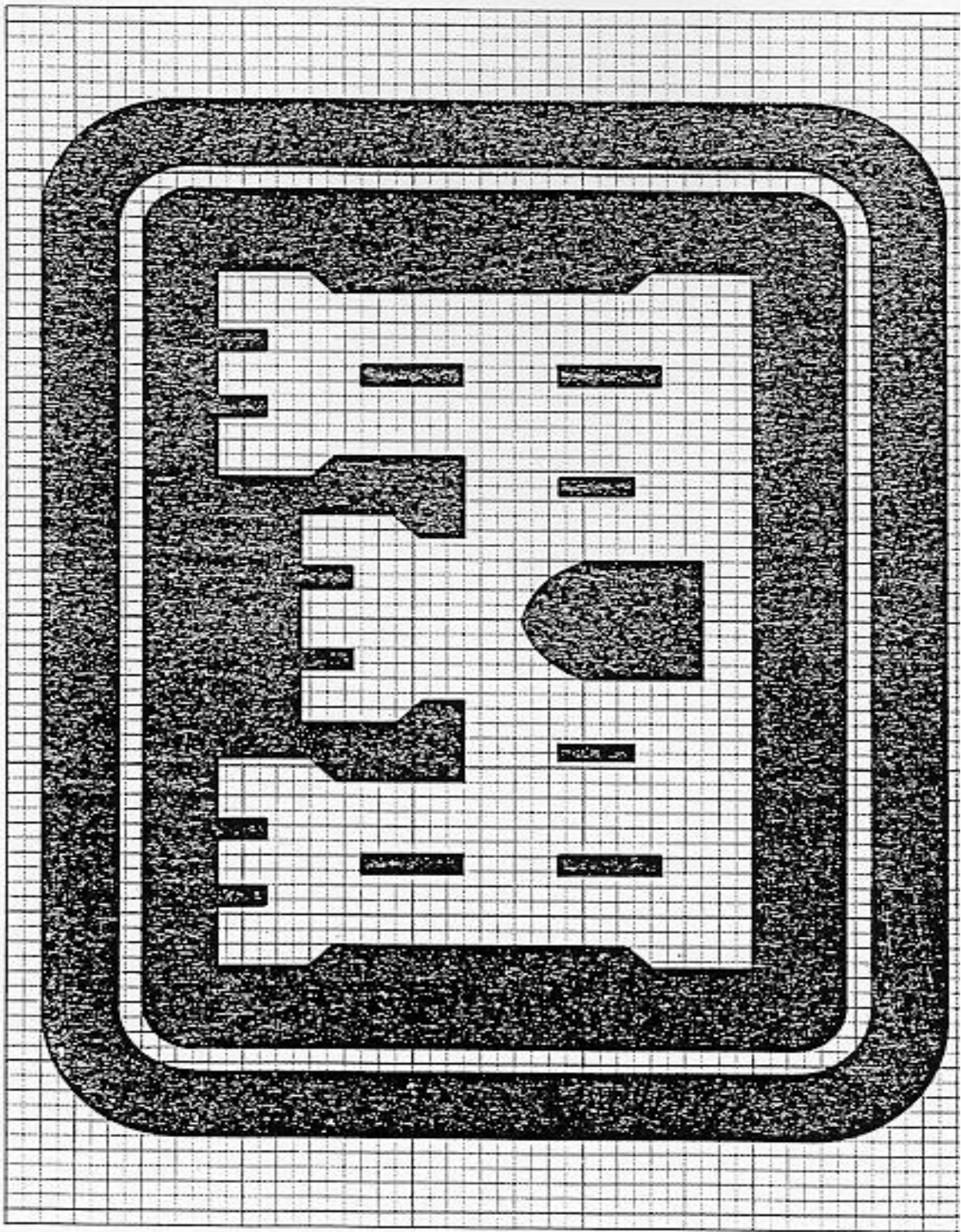
NOTES:

1. POSTS SHALL BE S4S.
2. PLYWOOD SHALL BE EXTERIOR TYPE, A-C GRADE.
3. BEFORE PAINTING, SURFACE SHALL BE CLEAN, DRY, FREE OF GREASE AND SANDED.
4. PAINT WITH ONE EXTERIOR OIL PRIME COAT AND EXTERIOR TYPE ALKYD, CONFORMING TO MASTER PAINTERS INSTITUTE MPI-9, MPI GLOSS LEVEL 6. COLOR SHALL MATCH SHERWIN WILLIAMS SW 2175.
5. ALL LETTERING SHALL BE EXTERIOR TYPE ALKYD. COLOR SHALL MATCH SHERWIN WILLIAMS SW 1900.
6. DECALOMANIA FOR CORPS OF ENGINEERS INSIGNIA AND U.S. AIR FORCE EMBLEM WILL BE FURNISHED BY THE CONTRACTING OFFICER FOR INSTALLATION BY THE CONTRACTOR.
7. ALL EXPOSED WOOD (POSTS, SUPPORTS, BACK, ETC.) SHALL BE PAINTED THE SAME BACKGROUND COLOR AS THE SIGN. LETTERING STYLE SHALL BE EITHER HELIOS EXTRA BOLD CONDENSED, HELIOS BOLD II, HELVETICA BLACK ROMAN, OR HELVETICA BOLD ROMAN.

SCHEDULE

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	3"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	1"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	1"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	4"	4	PROJECT NAME	4"	1/2"
E	3"	5	PROJECT NAME CONT'D (IF REQ'D)	4"	1/2"
F	4"	6	GENERAL CONTRACTOR/A-E	1.5"	3/16"
G	1"	7	PLANNED COMPLETION DATE	2.5"	1/4"
H	4"	8	BUILDING OCCUPANCY DATE	2.5"	1/4"
I	1"	9	RIBBON CUTTING DATE	2.5"	1/4"
J	1"	10			
K	2"				

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CORPS OF ENGINEERS LOGO
HALF SIZE

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FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Nov 03)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC. The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a

significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
 - procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - fire fighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- i. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);

- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);
- v. Diving plan (30.A.13);
- w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site-specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T

CONTRACTOR'S NAME
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Description and Location of Work: _____

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: ____Min, ____Max;
Rainfall ____Inches

Contractor/Subcontractors and Area of Responsibility

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

4. Monitoring of Materials and Equipment:

5. Offsite Surveillance Activities:

6. Job Safety:

(Daily comment required.)

7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

Inspector

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Approved
Authorized Representative

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending _____

Contract No. _____

Contract Description _____

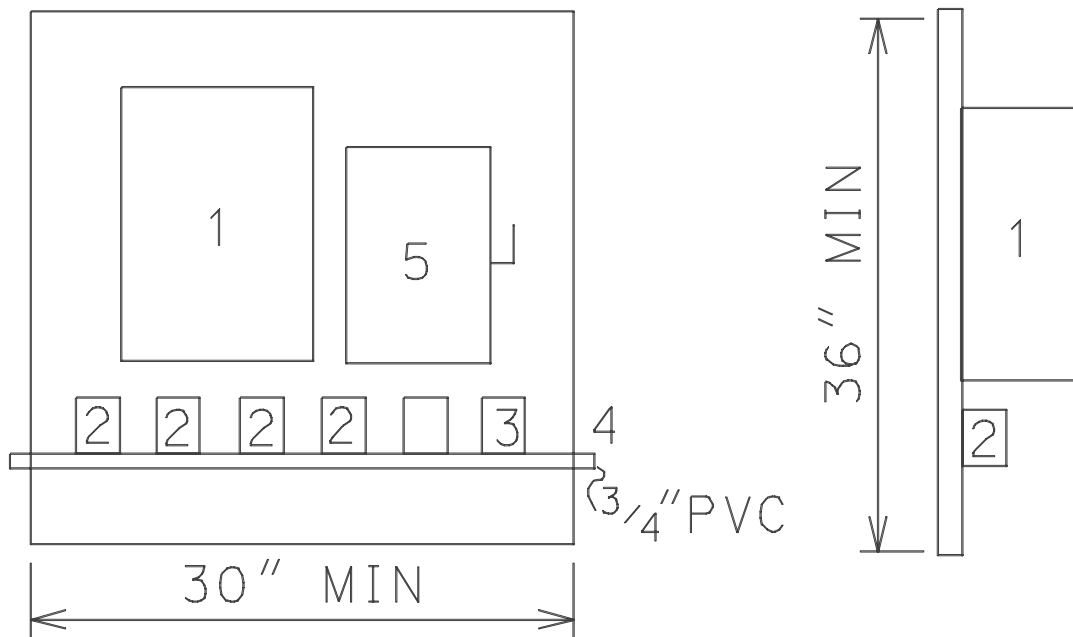
The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

Signature Electrician/Electrical Engineer

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MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4* one pole 20 AMP branch circuit breakers, and 1* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 - NEMA 3R service disconnect safety switch - 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

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SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

Contract # and title:				
Equipment name & number: owned or leased?				
Contractor:		Subcontractor:		
Contract Inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)				
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)				
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)				
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)				
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)				
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.04)				
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)				
8. Are the following with the crane at all times: (16.C.02) a. The manufacturer's operating manual? b. The load-rating chart? c. The crane's logbook documenting use, maintenance, inspections and tests? d. Operating manual for crane operator aids used on the crane.				
9. Are the following on the project site: a. Completed periodic inspection report prior to initial work? (16.C.12) b. Pre-operational checklist used for daily inspection? (16.C.12) c. Written reports of the operational performance test? (16.C.13) d. Written reports of the load performance test? (16.C.13)				
10. Are all operators physically qualified to perform work? (16.C.05)				
11. Are all operators qualified by written/oral and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)				
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)				
13. Is a hazard analysis for set-up and set-down available? (16.C.08)				

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block devices have manually activated friction brakes? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
22. Is all equipment to be operated on public roads provided with: (16A.07) a. Headlights? b. Brake lights? c. Taillights? d. Back-up lights? e. Front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, foot walks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self-propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.19)			
30. Are truck and crawler cranes attached to a barge or pontoon by means of a tie-down system with some slack? Movement during lifting is not permitted. (16.F.08)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.06) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.34)			
35. Are trucks, for truck-mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.02)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disengaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
42. Remarks:(Enter actions taken for all “no” answers.)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

42. (cont.) Remarks:(Enter actions taken for all “no” answers.)			
This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
1. Has the hazardous emergency control plan been submitted to the designated authority for acceptance? (12.D.02)			N/A
2. Do systems with energy isolating devices which are capable of being locked out utilize locking devices to control hazardous energy? (12.D.06)			
3. If locking devices are not used, have the following criteria been met? a. The use of locking control devices would entail burdens that exceed any advantage to the use of tag out devices? b. The use of tag out devices will provide full employees protection? c. All affected employees can and will be informed that tag out is being used in lieu of lockout? (12.D.06)			
4. Does the aforementioned plan clearly and specifically outline the scope, purpose, authorization, rules and techniques to be utilized? (12.A.07)			
5. Has training been conducted to ensure employees understand the hazardous energy procedures and possess the knowledge and skills required for the safe application, usage, and removal of emergency controls? (12.B.01)			
6. Have daily inspections been conducted and documented to ensure all requirements of the hazardous energy procedures are being followed? (12.C)			
7. Are lockout and tagout devices capable of withstanding the environments to which they are exposed for the maximum period of time the exposure is expected and do they identify the employee applying the device? (12.D.01)			
8. In addition to the requirements established in 12.D.01, are lockout devices substantial enough to prevent removal without the use of excessive force or unusual techniques? (12.D.02)			
9. Do tagout devices meet the following requirements: (12.D.03a-d) a. Have a standardized (with a project) printed format b. Constructed and printed so that exposure to weather conditions, wet or damp locations, or corrosive environments will not cause the tag to deteriorate or the message to become illegible.			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
9. (cont.) Do tagout devices meet the following requirements: (12.D.03a-d)				
a. Attached by means of a non-releasable, substantial enough to prevent removal, attachable by hand, self-locking, non-releasable, with a minimum strength 50 lbs. And, be at least equivalent to a one-piece, nylon tie.				
b. Warn against the hazardous condition resulting from system energization and include a legend such as DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE, etc.				
10. Remarks: (Enter actions taken for “no” answers)				
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>				
Contractor inspector signature				
Contractor QC/safety officer/project manager signature				

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

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SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

Contract # and title: Owned or leased?			
Equipment name & number:			
Contractor:	Subcontractor:		
Contractor inspector:	Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. Taillights and brake lights? c. Front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.05)			
5. Does the vehicle have: (18.A.06) a. An operable speedometer? b. An operable fuel gage? c. An operable audible warning device (horn)? d. A windshield & adequate windshield wiper? e. An operable defroster and defogging device? f. An adequate rearview mirror? g. A cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. Non-slip surfaces on steps? i. A power-operated starting device?			
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation?			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
7. (cont.) Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a breakaway device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. Equipped with a holding device to prevent accidental lowering of the body? b. Equipped with a hoist lever secured to prevent accidental starting or tipping? c. Equipped with means to determine (from the operator's position) if the dump box is lowered? d. Equipped with trip handles for tailgates that allows the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. At least one 2A:10B:C fire extinguisher? d. At least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. A red flag not less than 1-foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
16. Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

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SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

Contractor # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Is each employee who might be exposed to fall hazards trained by a competent person qualified in the following areas, in the safe use of access ways and fall protection systems and the recognition of hazards related to their use, including: <ul style="list-style-type: none"> a. Nature of access and fall hazards in the work area? b. Correct procedures for constructing, erecting, maintaining, using, dismantling access ways and fall protection? c. Maximum intended load carrying capacities? d. Mechanical equipment limitations during roofing work on low-sloped roofs? e. Rescuer equipment and procedures? (21.A.16) 				
2. Are the manufacture's recommendations followed in the fitting, adjusting, replacement, inspecting, testing, and care of personal fall protective equipment? (21.C.06)				
3. Is personal fall protection equipment inspected by the worker prior to each use to determine that it is in a safe working condition? (21.C.07)				
4. Is personal fall protection equipment inspected by competent person at last once semi-annually and whenever subject to severe use; defective equipment shall be immediately replaced? (21.C07)				
5. Are body belts prohibited from use except as positioning and restraint systems only? (05.F.01a)				
6. Are harness lanyards looped back over or through a large object and then attached back to themselves unless permitted by the manufacturer? (05.F.03)				
7. When vertical lifelines are used, is each employee attached to a separate lifeline? (21.C.09a)				
8. Are anchorages used for attachment of personal fall arrest equipment independent of any anchorage used to support or suspend platforms and are they capable of supporting at least 2,270 kg (5,000 lb) per employee attached? ? (21.C.11c)				
9. Are safety nets and safety net installations tested in the suspended position immediately after installation and before being used as a fall protection system?				

SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Prior to commencing any activity which requires work in elevated areas, have all provisions for access and fall protection been delineated in the hazard analysis and accepted by the GDA? (22.A.03)			
11. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)			
12. Are workers provided fall protection whenever they are exposed to falls of 1.8 m (6 ft) or greater? (27.E.06)			
13. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

Contractor # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Does the scaffold have a standard guardrail system? (21.B)				
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))				
3. Are scaffolds plumb and level? (22.B.03)				
4. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)				
5. all planking overlapped or secured from movement? (22.B.06(e))				
6. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)				
7. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))				
8. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))				
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)				
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)				
13. Are all scaffolds 60 feet or less in height constructed in accordance with Table 22-1?				
14. Where wood poles are spliced are the ends squared and the upper section rests squarely on the lower section? (22.D.03(a))				
15. Are ledgers long enough to extend over a minimum of two poles and reinforced by bearing blocks nailed to the side of the pole to form a support for the ledger (22.D.04(c))?				
16. Are independent pole scaffolds set as near to the wall of the building as possible? (22.A.05)				
17. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)				
18. Do all parts of suspended scaffold, hoist, ropes, brakes, and anchorages been inspected prior to being placed in services? (22.E.04)				

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Are outrigger beams made of structural metal and restrained to prevent movement? (22.E.02)			
20. Does each hoist have a name plate with the manufactures name, maximum load rating, identification number, and wire rope specifications? (22.E.08(b))			
21. Are suspended scaffolds guyed, braced, guided, or equipped with a tag line to prevent swaying? (22.E.10)			
22. Are two-point suspension scaffold platforms between 20 and 36 inches wide and securely fastened to the hangers? (22.E.11(a))			
23. Is each person supported by a suspended scaffold protected by a body harness system attached by a lanyard to a lifeline, trolley line, or scaffold structural member? (22.E.15)			
24. Is each bracket, except for wooden bracket form scaffolds, attached to the supporting formwork or structure supporting member, or form carpenter's bracket scaffolds only, by a bolt extending through to the opposite side of the structure's wall? (22.H.01)			
25. Are horse scaffold constructed or arranged in two tiers or less? (22.H.01)			
26. Do pump jack scaffolds carry a working load of 500 pounds or less (22.I.01)			
27. Are crane supported work platforms used only when the erection, use and dismantling of conventional means of scaffold reaching work site, such as a personnel hoist, ladder, stairway, or scaffold would be more hazardous or is not possible because of structural design or work site? (22.F.01)			
28. Has the person responsible for the lift prepared an AHA and attested to the need for the operation in writing? (22.F.01)			
29. Has the person responsible for the lift signed the AHA and submitted it to the GDA for acceptance? (22.F.01)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

30. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
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SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.34)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger person of obstruct operator vision? (16.B.05)			
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. (cont.) Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
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SAFETY CHECKLIST FOR CUTTING/WELDING OPERATIONS

Contractor # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Is a compatible fire extinguisher immediately available? (10.C.01)			
2. Is the area free of combustible materials, explosive atmosphere (flammable gases, liquids, etc.) or oxygen-enriched atmosphere? (10.C.02)			
3. Are workers and the public shielded from rays, flashes, sparks, molten metal and slag? (10.C.04)			
4. Are all passageways, ladders, stairways, etc. kept clear of hoses or cables? (10.A.05)			
5. Are electrical welding units, shutdown when unattended? (10.E.11)			
6. Are the frame of arc welding and cutting machines grounded? (10.E.04)			
7. Are cable free of splices or repaired insulation within 10 feet of the rod holder? (10.E.03)			
8. Have welding leads been checked to ensure there is no contact with the metal parts or the support suspended scaffolds? (10.E.09)			
9. Are torch valves and gas supply shut off when work is suspended (10.D.06)?			
10. When work is suspended, are torches, hoses, etc, removed from confined spaces? Tanks are prohibited in confined spaces (10.D.06)			
11. When cylinders are stored, in transit are the regulators removed and protective caps installed? (20.D.07)			
12. Are all compressed gas cylinders secured upright position at all times, except when being hoisted? (20.D.10)			
13. Are upright cylinders secured in racks or hand trucks? (20.D.03)			
14. Are cylinders stored in well ventilated locations, segregated by gas type, and away from flammable and combustible materials? (20.D.03)			
15. Are oxygen cylinders in storage and fuel gases separated by a fire resistive wall or by a distance of 20 feet? (20.D.03)			
16. Are "No Smoking" signs posted around cylinders storage areas? (20.D.03)			
17. Have oxyfuel or other gas-oxygen cutting and welding systems been equipped with reverse-flow check valves and flame arrestor in each hose between the torch and the regulator? (10.S.07)			
18. Is a pressure gauge provided on all pressurized equipment and system?			

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Prior to initiating demolition activities has a demolition plan and engineering asbestos, and lead surveys been completed by a Registered Professional Engineer? (23.A.01)				
2. Have all electric, gas, water, steam, sewer, and other service lines been shut off, capped or otherwise controlled outside the building line before demotion is started? (23.A.02)				
3. Has it been determined if any hazardous building materials, hazardous chemicals, gases, explosives, flammable materials, or hazardous substances have been used in any building construction, pipes, tanks, or other cause, have the floors and walls been shored or braced? (23.A.03)				
4. Have test results been provided to the GSA and Contractor's designed authority? (23.A.03)				
5. When employees work within a structure to be demolished which has been damaged by fire, flood, explosion, or other cause, have the floor and walls been shored or braced? (23.A.04)				
6. Has each story of exterior wall and floor been removed or dropped into the storage space below before commencing the removal of exterior walls and floors in the next story below? (23.A.05)				
7. Is everyone protected from the fragmentation of glass? (23.A.06)				
8. Have employee entrances to multistory structures being demolished been protected by sidewalk sheds, canopies, or both? (23.A.08)				
9. Is the designated means of access indicated on the demolition plan? (23.A.09)				
10. Are continuing inspections by a competent person being conducted during demolition to detect hazards resulting from weakened or deteriorated floors, walls or loosened material? (23.A.10)				
11. Are chute opening into which debris is dumped protected by a guardrail 42 inches above the floor or other surface on which personnel stand to dump the material? (23.B.01)				
12. Are signed warning of the hazard of failing materials posted at each side of the debris opening at each floor? (23.B.02)				
13. Has a competent person been assigned to control operation of the chute gate and the backing and loading of trucks? (23.B.04)				

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Is the area surrounding the discharge end of the chute closed when operations are not in progress? (23.B.05)			
15. Are chutes designed and constructed of such strength so to eliminate failure due to impact of materials or debris loaded therein? (23.B.07)			
16. Do floor openings have curbs or stop-logs to prevent equipment from running over the edge? (23.B.09)			
17. Are masonry walls, or sections of masonry, prohibited from falling in such quantities as to exceed the safe carrying capacities of the floors? (23.C.01)			
18. Are employees prohibited from working on the top of a wall during hazardous weather? (23.C.03)			
19. Are floor openings within 10 feet of any wall being demolished planked solid except when employees are kept out of the area below? (23.C.05)			
20. Is debris and other material removed from floor arches and adjacent areas before demolishing? (23.D.02)			
21. Are safe walkways provided and used by personnel to enable them to reach any point without walking on exposed beams? (23.D.03)			
22. Do plank ends overlap by at least 1 foot when laid together over solid bearing? (23.D.05)			
23. Has planks been provided for workers razing steel framing? (23.E.01)			
24. Is steel construction dismantled column-by-column and tier-by-tier? (23.E.02)			
25. Are structural members being dismembered prohibited from overstressed? (23.E.03)			
26. Are all persons prohibited from being in areas affected by demolition when balling or clamming is being done? (23.F.01)			
27. Is the weight of the demolition ball within 50% of the crane's rated capacity at the operating configuration? (23.F.02)			
28. Is the ball attached to the load line with a swivel connection to prevent twisting and is it protected against accidental disconnection? (23.F.04)			
29. Are all roof cornices or other ornamental stonework removed prior to pulling walls over? (23.F.06)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

22. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor QC/safety officer/project manager signature			

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SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are protective clothes and equipment (boots, gloves, goggles, etc.) utilized when pouring concrete? (05.A.01)			
2. Is overhead protection provided to prevent falling objects from striking workers or the public? ()			
3. Is a signal person provided when the point of operation is not view of the vehicle, machine, or equipment operators? (8.B.04)			
4. During welding or cutting operations, is protection from arc flashes, sparks, slag's, etc., provided? (10.A.04)			
5. Are vibrators, concrete finishers, portable electric tools properly grounded? (11.C.01(a))			
6. Are good housekeeping practices enforce during construction? (14.C.01)			
7. Are tools, materials, extension cords, hoses, and debris maintained so as not to create a tripping or other hazards? (14.C.04)			
8. Have all protruding nails, rods, wires been removed, hammered down, or bent over? (14.B.01)			
9. Is safe access to the operations provided? (16.B.04)			
10. Do portable ladders extend at least 3 feet above roof, platform or landing? (21.D02(b))			
11. Are portable ladders secured top, middle, and bottom? (21.D.08(b))			
12. Are transverse cleats provided where inclined ramps exceed 1-on-5 ratio? (21.F.01)			
13. Are employees prohibited from working above or in positions exposed to protruding reinforcement steel or other impalement hazards unless provisions have been made to control the hazard? (27.A.02)			
14. Are manually guided powered and rotating concrete troweling machines equipped with a control switch that will automatically shut off the power wherever the operator removes his/her hands from the equipment handle? (27.A.02)			
15. Is all formwork, shoring, and bracing designed, fabricated, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads? (27.B.01)			
16. Have the design, erection, and removal plans been submitted for review to the GDA? (27.B.02(b))			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Have splices been designed and constructed to prevent bucking and bending? (27.B.04)			
18. Is sufficient bracing provided to prevent bucking or displacement? (27.B.05)			
19. IS shoring inspected prior to, during, and immediately after placement of concrete? (27.B.06(b))			
20. Have all nails used to secure bracing or adjustable timber single post shores been driven home and the point of the nail bent over if possible? (27.B.09(g))			
21. Is the material used for couplings made of structural type drop-forged steel, malleable iron, or structural grade aluminum? (27.B.10(a))			
22. Are steel rods or pipes on which the jack climb or by which the forms are lifted designed specifically for that purpose (27.B.12(a))			
23. Are precast concrete members adequately supported? (27.C.01))			
24. Are lifting insects which are embedded or otherwise attached to precast concrete members, other than lift-up members, capable of supporting at least four times the maximum intended load applied or transmitted to them? (27.C02(b))			
25. Are lift-slab operations planned and designed by registered engineer or architect and are plans submitted to the DGA for review? (27.D.01)			
26. Do threaded rods and other members that transmit loads to the jacks have a minimum safety factor of 2.5? (27.D.02(b))			
27. Do hydraulic jacks used in lift-slab construction have a safety device which will cause the jacks to support the load in any position if the jack malfunctions) (27.D.02(e))			
28. Is the jack blocked or cribbed when it is necessary to provide a firm foundation? (27.D.03(a))			
29. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
29. (cont.) Remarks: (Enter actions taken for “no” answers)			
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SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

Contractor # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Has the contractor or GDA appointed in writing a competent person to evaluate the potential for permit required confined spaces? (06.I.01)			
2. Is a list of non-permit and permit required confined spaces maintained at the job site? (06.I.01)			
3. Have permit required confined spaces been identified with a sign? (06.I.01)			
4. Are permit required confined spaces reevaluated at least annually or whenever they or their characteristics change in a way that could lead to reclassification? (01.I.01)			
5. Do the entrants, attendants, supervisors, and contractors fully understand their duties? (01.I.01)			
6. Have all employees with potential entry into a PRCS been notified of the existence, location, and hazards of the space? (01.I.02)			
7. Is there a written PRCS program? (01.I.05)			
8. Has the designated authority developed and implemented a system for preparation, issuance, use, and cancellation of entry permits? (01.I.06)			
9. Have plans and procedures been developed and implemented for summoning rescue and emergency services? (01.I.06)			
10. Has the designated official developed and implemented procedures to coordinate entry operations when more than one work crew are authorized entry? (01.I.06)			
11. Have all employees been instructed not to enter PRCSs without the proper permit and without following the procedures and practices outlined in the permit? (06.I.07)			
12. Have employees required to enter PRCSs or act as an attendant or entry supervisor been trained to acquire the understanding, knowledge, and skills necessary for the safe performance of their assigned responsibilities and duties? (06.I.07)			
13. Has each member of the on-site rescue team/emergency practiced making PRCS rescues at least once every 12 months? (06.I.08)			
14. Has the off-site rescue/emergency been informed of the hazards they may confront and been provided access to all permit spaces from which rescue may be necessary? (06.I.08)			

SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Are retrieval systems or methods used wherever any authorized entrant entry a PRCS, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant? (06.I.10)			
16. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Do employees wear clothing suitable for the weather and work conditions? The minimum for field work is a short sleeve shirt, long trousers and leather or protective work shoes or boots. (05.A.07a)			
2. Is protective footwear worn (rubber boots, steel-toed boots, etc.)? (05.A.08)			
3. Do persons exposed to vehicle and equipment traffic, including signal persons or spotters wear apparel marked with reflectorized or high visibility material? (05.A.11)			
4. Is overhead protection provided where the public or workers are subject to injury from falling objects? (05.A.12)			
5. Are protective leg chaps worn by workers who operate chain saws? Protective leg chaps must meet ASTM Standard 107 (05.A.12)			
6. Is eye and face protection provided when machines or operations present potential injury from physical, chemical or radiation agents? (05.B.01)			
7. Do persons considered to be blind in one eye wear safety spectacles with side shields on the job? (05.B.03)			
8. When sound-pressure level exceed 115 dB(A) steady-state is personal protection equivalent to the combination of earplug and ear muffs available? (05.C.04)			
9. Are noise hazard areas marked with caution signs? (16.B.04)			
10. Are all persons working in or visiting hard hat areas provided with and required to wear protective headgear? (05.D.01)			
11. Has a respiratory protection program been developed when respiratory protective equipment is required? (05.E.01)			
12. Is the compressor used to supply breathing air constructed and situated in a way to avoid entry of contaminated air into the supply system? (05.E.16)			
13. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
13. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTABLE LADDERS

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Are all ladders of sufficient length and placed so that workers will not stretch or assume a hazardous position? (21.D.02(a))				
2. Do portable ladders used as temporary access extend at least 0.9 m (3ft) above the upper landing surface? (21.D.02(b))				
3. Are portable stepladders 20 feet or less in length? (05.A.11)				
4. Are portable ladders secured by top, bottom, and intermediate fastenings as required to hold them rigidly in place and to support the loads which will be imposed upon them? (21.D.08(d))				
5. Are metal spreader bars or locking devices provided to hold the front and back sections in an open position? (21.D.07)				
6. Are wood ladders free of opaque covering, except for identification or warning labels that may be placed on only face of a side rail? (27.D.06)				
7. Is work requiring lifting of heavy materials or substantial exertion prohibited from being performed from ladders? (21.D.09(b))				
8. Are double-cheated ladders used when ladders are the only means of access to or from a working area for 25 or more employees, or when ladder is to serve simultaneous two-way traffic? (21.D.09(b))				
9. Do portable ladders have slip-resistant feet? (21.D.09(c))				
10. Are workers prohibited from moving, shifting, or extending ladders while occupied? (21.D.09(d))				
11. Are broken or damaged ladders immediately tagged "DO NOT USE" or similar wording and removed from service until restored to a condition meeting their original design? (21.D.09(g))				
12. Are ladders inspected for visible defects on a daily basis and after any occurrence that could affect their serviceability? (21.D.09(f))				
13. Does the construction, installation and use of ladders conform to ANSI A14.1, ANSI A14.2, ANSI A14.3 and ANSI A14.4 as applicable? (21.D.01)				

SAFETY CHECKLIST FOR PORTABLE LADDERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

Contract # and Title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contract Inspector:		Date Inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Are the following available: (16.E.02) a. Manufactures written erection instructions? b. Listing of the weight of each component? c. An activity hazard analysis for the erection? d. Does the activity hazard analysis contain (1) Location of crane and adjacent structures? (2) Foundation design and construction requirements? (3) Clearance and bracing requirements?				
2. Is there a boom angle indicator within the operator's view? (16.E.04)				
3. Are luffing jib cranes equipped with: (16.E.05) a. Shock absorbing jib stops? b. Jib hoist limit switch? c. Jib angle indicator visible to operator?				
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)				
5. Are the following with the crane at all times: (16.C.02) a. The manufacturer's operating manual? b. The load-rating chart? c. The crane's logbook documenting use, maintenance, inspections and tests? d. The operating manual for crane operational aids used on the crane?				
6. Are all crane and derrick inspections performed by a qualified person? (16.C.12)				
7. Are the following on the project site: a. Completed periodic inspection report prior to initial work? (16.C.12 and Appendix H) b. Pre-operational checklist used for daily inspections? (16.C.12) c. Written reports of the operational performance tests? (16.C.13) d. Written reports of the load performance tests? (16.C.13)				
8. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)				
9. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)				

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
11. Is a activity hazard analysis for set-up and set-down available? (16.C.08)			
12. Are there at least 3 wraps of cable on the drum? (16.C.10)			
13. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
14. Is the record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
15. Remarks: (Enter actions taken)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR RIGGING

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor	Subcontractor:			
Contractor inspector:	Date inspected:			
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Is rigging equipment inspected IAW manufacturer specifications, by a competent person prior to use on each shift? (15.A.01)				
2. Has all defective rigging been removed? (15.A.01)				
3. Is rigging stored properly? (15.A.01)				
4. Are running lines within 6.5' of the ground or working level guarded by a physical barriers? (15.A.03)				
5. Are all eye splices made in an approved manner with rope thimbles? (Sling eyes excepted) (15.A.04)				
6. Are positive latching devices used to secure loads? (15.A.05)				
7. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)				
8. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)				
9. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do the rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted?				
10. Are the following conditions met for chain? (15.C.01-04) a. Are chains inspected prior to use and weekly thereafter? b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain. c. Are makeshift fasteners restricted from use?				
11. Are the following conditions met for fiber rope:(15.D.01-07) a. Are all ropes protected from freezing, excessive heat or corrosive materials? b. Are all ropes protected from abrasion? c. Are splices made IAW manufacture's recommendations? d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks (3 on each side of the centerline of the splice)?				

This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
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SAFETY CHECKLIST FOR RIGGING

11. Are the following conditions met for fiber rope:(15.D.01-07) a. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks (4 on each side of the centerline of the splice)? b. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck? c. Are all eye splices large enough to provide an included angle of not greater than 60* at the splice when the eye is placed over the load or support?			
12. Are the following conditions met for all slings:(15.E.01-06) d. Is protection provided between the sling and sharp surfaces? e. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? f. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? g. Do all welded alloy steel chain slings have affixed permanent identification stating diameter, rated load, lift capacity in vertical, choker, basket configuration, and date placed in service? h. e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?			
13. Are drums, sheaves, and pulley smooth and free of surface defects that may damage rigging? (15.F.01)			
14. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
15. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
16. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
17. Are all shackles and hooks sized properly? (15.F.06 & .07)			
18. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
19. Do all drums have sufficient rope capacity? (15.F.08)			
20. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
21. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
22. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
23. Do the flanges on un-grooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

SAFETY CHECKLIST FOR RIGGING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
24. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)			
25. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
26. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cable keepers? 915.F.09)			
27. Are eyebolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
28. Remarks: (Enter actions taken for “no” answers.)			
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Contractor inspector signature			
Contractor QC/safety/project manager signature			

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SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Does the work site have an adequate supply of drinking water? Cool water shall be provided during hot weather (02.B.01)			
2. Are only approved potable water systems used for distribution of drinking water? (02.B.01a)			
3. Are potable drinking water dispensers designed, constructed, and serviced to ensure sanitary conditions; capable of being closed; and equipped with a tap; and clearly marked "DRINKING WATER"? (02.B.04)			
4. Is the use of a common cup prohibited? (02.B.06)			
5. Are outlets dispensing nonpotable water conspicuously posted with warning labels "CAUTION- WATER UNSAFE FOR DRINKING, WASHING, OR COOKING"? (02.B.07)			
6. Where sanitary sewers are not available have chemical, recirculation, combustion, or other toilet systems as approved by state/local government been provided? (02.C.01)			
7. Are toilet facilities constructed that the occupants are protected against weather or falling objects; all cracks sealed; and the door tight-fitting, self-closing, and capable of being latched? (02.C.03)			
8. Are provision in place before placing toilet facilities into operation for the routine serving and cleaning of all toilets and sewage disposal (02.C.08)			
9. Have washing facilities been provided as needed to maintain healthful and sanitary conditions? (02.D.01)			
10. Whenever employees are required to shower, have the showers been provided with one shower for every 10 employees of each sex; body soap; hot and cold running water; and individual clean towels? (02.D.03)			
11. Are all food and beverages prohibited from being consumed in toilet rooms or in an area exposed to toxic materials? (02.E.03)			
12. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)			
13. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)			
14. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)			

SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Is scrap lumber, forms and debris kept cleared from work areas and accessways in and around building storage yards and other structures? (14.C.02)			
16. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)			
17. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Does the scaffolds have a standard guardrail system including toeboards (21.B)				
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))				
3. Do scaffolds and their components meet the requirements contained in ANSI A10.8? (22.B.01(a))				
4. Are scaffolds plumb and level? (22.B.03)				
5. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)				
6. Is all planking overlapped or secured from movement? (22.B.06(e))				
7. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)				
8. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))				
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))				
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)				
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)				
13. Are sections of metal scaffolds securely connected and all braces securely fastened? (22.C.02)				
14. Do all tube and coupler scaffolds have posts, runners, bracing of nominal 2-inch steel tubing or pipe? (22.C.04(a))				
15. Are all tube and coupler scaffolds constructed to support 4 times the maximum intended loads? (22.C.04(c))				
16. Are metal frame scaffolds properly braced by cross, horizontal, or diagonal braces (or combination of these) to secure vertical members together laterally? (22.C.05(b))				

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Do all wheels and casters on rolling scaffolds have a positive locking device, securely fastened to the scaffold, to prevent accidental movement? (22.C.06(e))			
18. Is the height of a free-standing mobile scaffold no more than three times the smallest base dimension? (22.C.06(e))			
19. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

Contract # and title:				
Equipment name and number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)				
2. Are only qualified operators assigned to operate equipment? (16.A.04)				
3. Are sufficient lights provided for night operations? (16.A.11)				
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)				
5. Is there an effective working reverse alarm? (16.B.01)				
6. Is the unit shut down for refueling? (16.A.12)				
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)				
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)				
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)				
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)				
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)				
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)				
13. Is roll over protection provided (ROPS)? (16.B.12)				
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_				
15. Are adequate head and taillights provided? (16.A.07)				
16. Have brakes been tested and found satisfactory? (16.A.07)				
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)				
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)				
19. Are all vehicles that will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)				
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)				

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
21. Have air tanks been tested and certified? (20.A.01)			
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Prior to beginning any structural steel erection project is a Steel Erection Plan submitted to the GDA for review and acceptance? (02.B.01)				
2. Before authorizing the commencement of steel erection, dose the contractor provide the following written notifications? a. Footings, piers, and mortar in the masonry piers and walls has attained either 75% of the intended minimum compressive design strength or sufficient strength to support the load imposed during steel erection. b. Any repairs, replacements, and modifications to anchor bolts. (27.E.04)				
3. Has each employee who might be exposed to fall hazards been trained in the safe use of access ways and fall protection systems? (27.F.11)				
4. Are adequate access roads provided into and through the site for the safe delivery and movement of cranes, trucks, other necessary equipment and materials? (27.C.05a)				
5. Are hoisting operations in steel erection pre-planned? (27.C.05c)				
6. Are floor and/or roofs opening covered and labeled "HOLE" or "COVER"? (27.E.16)				
7. Are ladders secured at the top and bottom? (21.D.16)				
8. Do ladders extend 3 feet past the leading edge of the leading edge or has a grab rail been installed? (21.D.02)				
9. Are fall protection devices (lifelines, belts and harnesses) used? Body belts are used for position only? (21.C.01)				
10. When vertical lifelines are used, is each lifeline independently attached? (21.C.09a)				
11. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)				
12. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)				
13. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)				
14. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)				

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

This checklist is based on EM 385-1-1, dated 3 November 2003	Yes	No	N/A
15. Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Have all employees been trained in the safe and proper use of equipment? (31.A.04(b))			
2. Are chain saws prohibited from being refueled while running, hot or near open flames and from being started within 10 feet of a fuel container? (13.F.04)			
3. Has eye, ear, hand, foot, or leg protection been provided? (13.F.03)			
4. Are all chain saw cuts have an automatic chain brake or kickback device? (13.F.06)			
5. Has the area been cleared of brush, felled trees, etc. prior to cutting? (13.C.04)			
6. Is tree removal, trimming, or repair under the supervision of a qualified tree worker? (31.A.01)			
7. Are all tools carried in bag or belts – not in pockets or the top of a boot? (31.B.07)			
8. Are brush chippers operated and maintained in accordance with manufactures recommendations? (31.D.03(h))			
9. Are climber spurs of the tree climbing type? (31.B.01(a))			
10. Are pole pruners, pole saws, and other similar tools equipped with wood or nonmetallic handles? (31.E.01(a))			
11. Are all chain saws cuts made below the operators shoulder height? (13.F.06)			
12. Remarks: (Enter actions taken for “no” answers)			
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
12. (cont.) Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
Weather (circle one) Dry Raining Previous Rain Freezing Snow/Ice			
COMPETENT PERSON INFORMATION		Yes	No
1. Competent Persons Name: _____ Length of experience in this occupation: _____ Length of employment with this employer: _____			
2. Does the designated individual have training in: a. Soil Analysis? b. Use of protective equipment and systems? c. Meet the requirements of 29 CFR 1926.650, 651 & 652?			
3. Does the designated individual have knowledge of: a. Soil analysis? (describe types of soils and properties) b. Use of protective systems? (What method is being used and how was it determined) c. Requirements of 29 CFR 1926.650, 651 & 652?			
4. Does the designated person have authority to: a. Take prompt corrective action to eliminate existing and predictable Hazards? b. Stop work in dangerous situations?			
GENERAL			
5. When was the last inspection of the excavation conducted?			
6. Was an inspection accomplished and documented prior to the start of work?			
7. Where inspections accomplished and documented as needed throughout the work shift?			
8. Where inspections accomplished and documented after rains or other hazardous conditions increased?			
9. Is the excavations 5 feet or greater?			
WATER CONDITIONS			
10. Is dewatering equipment being used on the site?			
11. If yes is the competent person monitoring the equipment and its proper operation?			
12. Has the excavation been subject to water accumulation?			
13. Has the soil in the trench adversely affected?			
14. If yes has the competent person inspected the excavation and taken action?			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

EGRESS															
15. Is a means of egress provided every 25 feet?															
16. Is a ramp used for access or egress to the excavation? (If no, skip to the next section)															
17. Is the ramp used solely for employee access?															
18. If yes is it designed by the competent person for safe egress and access?															
19. Does the ramp meet specifications?															
CONFINED SPACES															
20. Is there a potential for a hazardous atmosphere in the trench? If not, why?															
21. Is air monitoring equipment on site?															
22. Has a qualified person been assigned to assess the confined space?															
23. Is emergency rescue equipment as outline in 29 CFR 1926.651(g)(2)(I) readily accessible to employees?															
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Government Inspector	Date														
Signature of Competent Person (contractor)	Date														
Print Name of Competent Person	Date														

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
1. Have underground utilities (e.g. sewer, gas, communication, water, fuel) been located prior to excavation? (25.A.01a)			
2. In areas where there are known or suspected unexploded ordinance, has the area been cleared by qualified explosive ordinance (EOD) Personnel? (25.A.01b)			
3. When required does the contractor obtain a digging permit from Base Civil Engineers or appropriate authority prior to initiation excavation work? (25.A.01b)			
4. Are excavations, the adjacent areas, and protective systems inspected daily (25.A.02a)			
5. When excavations are over 5 feet in depth or greater protected by benching, layback or shoring? (25.A.03)			
6. When excavations are undercut, is the overhanging material safely supported? (25.A.05)			
7. Have methods been to control the accumulation of water in excavations? (25.A.06)			
8. Are employees protected from falling material (loose rocks or soil)? (25.A.07)			
9. Are substantial stop logs or barricades installed where vehicles or equipment are used or allowed adjacent to an excavation? (25.A.08a)			
10. Are all wells, calyx holes, pits, shafts, etc barricaded or covered? (25.B.02)			
11. Are walkways provided where employees or equipment are required or permitted to cross over excavations? (25.B.04)			
12. Where employees are required to enter excavations is access/egress provided every 25 feet laterally? (25.B.05)			
13. Are support systems drawn from manufacture's tabulated data in accordance with all manufactures specifications? (25.D.01a)			
14. Are copies of the tabulated data maintained at the job site? (25.D.01b)			
15. Are members of support systems securely connected together? (25.D.03a)			
16. Are shields installed in a manner to restrict lateral or other hazardous movement? (25.D.04b)			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

Contract # and title:			
Equipment name and number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are inspection of cranes and derricks conducted in accordance with applicable ANSI/ASME standards, OSHA regulations, and manufactures specifications? (16.C.12(a))			
2. Are inspections performed by a qualified person? (16.C.12(b))			
3. Did the contractor notify the GDA at least 24 hours prior to any inspection/test so that the GDA may be available to observe the inspection/test? (16.C.12(c))			
4. Initial Test - Prior to initial use, are all new and altered cranes inspected by a qualified person to ensure compliance with all applicable standards? (16.C.12(c)(1))			
5. Functional Test Inspection – At the beginning of every operation (at the beginning of each shift), does the operator or designated person conduct a (pre-operational) inspection? (16.C.12(c)(2))			
6. If a checklist is used for pre-operational inspections, is a copy maintained at the project site? (16.C.12(c)(2)(a))			
7. If a checklist is not used for pre-operational inspections, is the operator's log? (16.C.12(c)(2)(b))			
8. Frequent Inspections – Are frequent inspections (visual and audible examination of the crane) conducted? a. Normal service – Monthly b. Heavy service – Weekly to monthly c. Severe service – Daily to weekly (16.C.12(c)(3))			
9. Periodic Inspections - Are periodic inspections (visual and audible examination of the crane) conducted? a. Normal service – Yearly b. Heavy service – Yearly c. Severe service – Quarterly (16.C.12(c)(3))			
10. Are infrequent services cranes that have been idle for a period one month or more, but less than one year inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(a))			
11. Are infrequent services cranes that have been idle for a period one year or more inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(b))			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
12. Are infrequent services cranes, exposed to adverse environmental conditions, inspected more frequently as determined by the GDA or the Contractor with the concurrence of GDA? (16.C.12(5)(b))			
13. When required, is an operational performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Ever time a crane is reconfigured or reassembly to include booms. c. Ever time a crane is brought onto a USACE project; and d. Ever year. (16.C.13(c)(1))			
14. When required, is a load performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Every time a crane is reconfigured or reassembled after disassembly to include boom; and c. Every 4 years. (16.C.13(c)(2))			
15. Is the test load not less than 110 percent of the anticipated load and not greater than 100 percent of the manufacturer's load rating capacity chart at the configuration of the test?			
16. Is a written report of the performance test showing the test procedures and confirming the adequacy of repairs or alterations, maintained with the crane or at the on-site project office?			
17. Remarks: (Enter action taken for all "no" answers)			
<small>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</small>			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
N/A			
1. Prior to initial use on any USACE project, and at least monthly thereafter, is a periodic inspection conducted by a qualified person? (16.K.05) <ul style="list-style-type: none"> a. Are periodic inspections conducted IAW manufacturer's specification? b. At a minimum are sheaves, racks, pinions, guy ties, connections, miscellaneous clamps, braces, and similar parts? c. Is the GDA notified at least 24 hours prior to any inspections? d. Are pre-operational inspections conducted prior to every operation (shift) of the hoist? 			
2. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
3. Is a copy of the hoist-operating manual available? (16.K.04)			
4. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
5. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
6. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10) <ul style="list-style-type: none"> a. Are there at least three (3) full wraps of cable on the drums of the hoist at all times? b. Does the rope or crane manufacturer specify the drum end of the rope anchored to the drum by an arrangement? c. Are personnel prohibited from riding on material hoists or other hoisting equipment? 			
7. Are operating rules posted at the hoist operator's station? (16.K.14)			
8. Are air-powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
9. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			

SAFETY CHECKLIST FOR MATERIAL HOISTS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Remarks: (Enter actions taken for all “no” answers.)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
1. Is a copy of the manual for all drilling equipment available? (16.M.02)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.07)			
6. Is there a spotter or an electrical proximity-warning device available to ensure safe distances from power lines are maintained? (16.M.07)			
7. Remarks: (Enter actions taken for “no” answers)			
This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

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INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY														Form Approved OMB No. 0704-0188			
PAGE OF PAGES																	
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.																	
1. FROM (Installation/Activity/Service and Zip code)			2. OPERATING UNIT		3. DISTRICT CODE		4. OPERATING AGENCY		5. DATE		6. JOB NUMBER		7. SERIAL NUMBER		8. CONTRACT NUMBER		
9. TO (Installation/Activity/Service and Zip code)			10. OPERATING UNIT		11. DISTRICT CODE		12. OPERATING AGENCY		13. ACCOUNTING NUMBER		14. ACCOUNTABLE OFFICE NUMBER		15. TYPE OF TRANSACTION <div style="display: flex; justify-content: space-between; font-size: x-small;"> <div>A. <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify)</div> <div>B. <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM. <input type="checkbox"/> OTHER (Specify)</div> </div>			16. PROJECT NUMBER	
ITEM NO. 17	CATEGORY CODE 18	FACILITY (Category description) 19			NO. OF UNITS 20	TYPE 21	UNIT OF MEAS. 22	TOTAL QUANTITY 23		COST 24		DRAWING NUMBERS 25		REMARKS 26			
27.								28. ACCEPTED BY (Signature)						DATE			
TRANSFERRED BY (Signature)						DATE		TITLE (Post Engr./Base Civ. Engr./Navy Rep.)						29. PROPERTY VOUCHER NUMBER			
TITLE (Area Engr./Base Engr./DPWO)																	

30.

CONSTRUCTION DEFICIENCIES

31. REMARKS

INSTRUCTIONS

This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supersedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (formerly used by the Navy).

Existing instructions issued by the military departments relative to the preparation of the three superseded forms are applicable to this form to the

extent that the various items and columns on the superseded forms have been retained. Additional instructions, as appropriate, will be promulgated by the military departments in connection with any new items appearing hereon.

With the issuance of this DD form, it is not intended that the departments shall revise and reprint manuals and directives simply to show the number of this DD form. Such action can be accomplished through the normal course of revision for other reasons.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbyig activities is a materia representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

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DIRECTORATE OF ENGINEERING & HOUSING EXCAVATION PERMIT

FB Reg 420-13

DATE

1. CLEARANCE IS REQUIRED TO PROCEED WITH WORK AT

ON WORK ORDER NO _____ CONTRACT NO _____

2. METHOD OF EXCAVATION

A. HAND

B. POWER SHOVEL

C. DITCHER

D. OTHER (SPECIFY)

3. SCOPE OF WORK (DEPTH, WIDTH, LENGTH, LOCATION, AND SKETCH AS APPLICABLE)
IF CONTRACT A COPY OF APPLICABLE DRAWINGS OR SKETCHES MUST BE ATTACHED.

4. DATE CLEARANCE REQUESTED

5. TERMINATION DATE OF CLEARANCE (60 DAYS UNLESS SPECIFIED)

6. REQUESTING ORGANIZATION OR COMPANY

7. PHONE NUMBER

8. SIGNATURE (REQUESTING OFFICIAL)

9. EXCAVATION CLEARANCE APPROVAL

UTILITY	REMARKS	SIGNATURE OF APPROVING OFFICIAL	DATE
ELECTRICAL UNDERGROUND DISTRIBUTION			
STEAM OR HTW DISTRIBUTION			
CHILLER DISTRIBUTION			
SEWER LINES			
WATER DISTRIBUTION			
NATURAL GAS DISTRIBUTION			
TELEPHONE (DOIM)			
OTHER			
TELEPHONE (CT&T)			

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REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN. 5-25 TN. 25-100 TN. OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL HALON SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED OIL FIRED STEAM	
FUEL TANK	UNDERGROUND OUTSIDE	

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

REAL PROPERTY INVENTORY

[illegible]

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REAL PROPERTY INVENTORY & BIS WORKSHEET

DESCRIPTION

DATA

Gross Area of Facility (UM-1_)	
Length X width X no. Floors	
Facility Dimensions:	
Main	
Offset	
Wings	
Type of Facility:	
___BLDG ___MISC STRUC	
___UTIL SYS ___SURF AREA	

Current Use (Admin: Stg; Bks; Dispensary, etc)	
Utilities Available: (Enter "X" if "No" in applicable column)	
Water (W)	
Electricity (E)	
Telephone (T)	
Heated by Space Heater (D)	
Heated by Plant Serving More Than One Bldg (M)	
Major Heat Source:	
Coal (C); Oil (O); Interruptible Gas w/fuel	
Oil (I); Natural Gas (G); LPG (L); Elec (Z)	
Cooling and Ventilation:	
Ventilation Exhaust Fans (V); Individual Direct	
Expansion A/C Units (U);	
Cooled by Chilled Water From:	
Reciprocating (K); Centrifugal (P)	
Absorbent (A)	
Cooled Air if Circulated by:	
Low velocity air from single or multiple zone	
(B); Fan Coil Unit (F); High velocity	
Air: Double Duct (J); Induction (K);	
No distribution (X)	
Number of Floors	
Fire Rating	

Building Fire Resistive Rating and Degree of Sprinkler Protection (Circle One):				
Un- Sprinkled	Pre-Action or Deluge	Sprinkled wet System	Sprinkled dry system	
1	5	W	D	Combustible
2	6	E	R	Unprotected noncombustible
3	7	T	Y	Protect/noncombustible (1hr
				Fire resistance)
4	8	S	P	Fire Resistive (2 hr or more
				fire resistive)

Construction Material Codes:	
Foundation From: Pile (PL) Slab (SL) Pier (PR)	
No Foundation (NF) Continuous Footing (CON)	
Foundation Material: Concrete Reinforced (CR) Wood (WD)	
Concrete Block (BK) Steel (ST) Concrete (CN) Masonry (MAS)	
Other _____	

DESCRIPTION **DATA**

Primary Structure Material: _____
Concrete Blk (BK)
Concrete Reinforced (CR)
Metal (MIL) Wood (WD)
Brick (BK)
Other _____

Secondary Structure: _____
See Pri for Material Code

Exterior Wall Material:
Wood (WD) Brick (BK)
Conc Blk (Blk) Cone (CN)
Steel (ST) Struc Tile (TIST)
Comb Brick & Wood.
ASB Shingle or Alum
Siding (CMB)

Interior Wall Material: _____
Masonite Paneling (MAP)
Plywood Paneling (PLP)
Plywood (PL)
Plaster Bd on Wood Fr (PBW)
Wood Sheathing (WDS)
Wood Wainscoting (WWS)
Other _____

Roof Deck Material:
No Roof Deck (0)
Metal (6)
Wood (Less than 2")(8)
Wood (2" of more)(9)
Reinforced Concrete (7)
Asphalt (3)
Other _____

Roof Surface Material: _____
Roofs, Composition (CPS)
Shingles, Comp (SC)
Built-up Gravel (BUG)

DESCRIPTION **DATA**

Air Conditioning: Type Code _____
& Capacity (BTU) _____
Window Unit (0)
Central Chilled Water (02)
Central Direct Expansion (03)
Evaporative Cooling (04)

Total Area A/C (SF) _____
Largest Exterior Doors: _____
Height (Tenths of Ft) _____

Utility Connections
Exterior (BLDGS only)

No. Size

WATER (POT)

SEWER, Sanitary

Volts _____
Electricity Ph Amps

GAS

STEAM

CONDENSATE

CHILL WATER

WATER (N-P)

Total Area (SF) by:
Foundation _____
Roof _____
Floors _____
Exterior Painting _____
Interior Painting _____

Other Utilities & Equipment:

Water Htrs:
Capacity _____
Temp Rise _____
Fuel _____

Public Works Business Center

BORROW PIT PERMIT

Project
Title/Description:

Contract Number:

Contractor Point

Of Contact:

Phone Number:

Contracting

Agency:

Government

Inspector Name:

Phone Number:

Authorization for Use of Fort Bragg Borrow Pits

1. Your organization is authorized to remove up to the amount of material indicated from the Fort Bragg borrow pit listed below in support of the above project:

	CUBIC YARDS	START DATE	END DATE
BORROW PIT	LOCATION	TRAINING AREA	GRID COORDINATES
Lamont	Lamont Road	K	PJ 755 905

2. This permit is subject to the following conditions:
 - a. Limit borrow operations to the area listed above. Do not expand the boundary of the pit.
 - b. Re-grade any areas worked so that water will not stand in the pit.
 - c. Do not excavate trenches.
 - d. Slopes cut at the edge of the areas worked will not exceed 3:1.
 - e. Do not exceed amount of material authorized above. Requestor must apply for an amended permit to increase the amount.
 - f. Maintain a copy of this permit at the work site. Be prepared to present it on demand to environmental compliance inspectors, Public Works employees, or law enforcement personnel.
 - g. This permit does not guarantee exclusive right to work a specific borrow area within the pit. Coordination and cooperation with other contractors is required while at the borrow pit. It may be necessary to move excavation operations to different areas of the pit to accommodate other users.
 - h. Permits are valid only for 60 days from the issue date below.
 - i. Contact the Engineering Equipment Section at 396-7156 prior to starting excavation operations.
3. Points of contact are Rick Akers 910-396-7156 (DPW Engineering Equipment Section) or Dan Messier 910-396-6873 (DPW Landfill and Borrow Pit)

Permit Issued By: _____ Date Issued: _____
Dan Messier, Fort Bragg Borrow Pit Manager

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FORT STEWART & HUNTER ARMY AIRFIELD
BORROW PIT EXCAVATION PERMIT

*Date of Application:

*Applicant (user/unit):

*Borrow Pit Location (Pit #): *Ft. Stewart/HAAF training area,*

*Cubic Yards required:

*Type of Material:

*Final Destination:

*Date to Begin:

*Date to End:

*POC (On-site Manager):

*POC Phone Number:

Below line for office use only.

On-Site Manager/Operator – mobile number

Government Contracting Officer Representative

Approved for Borrow Pit Number

Borrow Pit Management - Environmental

(912-767-9443/fax-767-9779, George Harris or Anthony Austermann)

****Please retain a copy of this Permit, on site, with the operator and notify Range Control when entering or leaving the training area.***

Borrow Pit Release/Checkout is required before leaving the borrow pit area.

Release Approved by/date

Surface Mining (Borrow Pit) Standard Operating Procedure

Excavation Procedure:

1. The Operator of the borrow pit will maintain or create a rim ditch to maximize accessibility to borrow pit materials and ultimately to optimize excavation of that material.
2. The Operator will utilize a water pump, where and when appropriate allowing him access to fill materials in a manner consistent with proper surfacing mining procedures.
3. The Operator shall show a plan as to how the property will be mined, the limits of the affected acreage, the natural drainage features and water disposal, the initial mining and overburden (spoil) area(s), the erosion and sedimentation controls, the ingress/egress area(s), the direction and schedule of mining advancement, the area to be left undisturbed (buffer) where necessary, and a plan that shows projected final reclamation of the site.
4. All borrow pit design and excavation actions shall support the objective of the borrow pit eventually becoming a recreational fishpond, if soil conditions, location and ground water resources favor such development. To accomplish this objective the following procedures must be employed.
 - a. Average depth, when abandoned, will be 6 feet minimum and 12 feet maximum (water depth will range from 3-8 feet).
 - b. Borrow pits will be excavated in a manner, *from the beginning*, to ultimately move them to a useable recreational fishpond.

***The pit operator shall be responsible for maintaining a 4:1 slope on all pit walls/edges and marking these slopes/edges in a manner as to prevent any foot or vehicle traffic from inadvertently falling into the pit.**

Erosion & Sedimentation Control Measures:

- Remain within the boundaries of the borrow pit, which are marked by "surrounding trees and the perimeter road", while making every effort to retain and/or create a buffer zone(s) of undisturbed/natural vegetation following all guideline within *Georgia's Best Management Practices* to prevent silts and sediments from leaving the borrow pit area and entering the waters of the State of Georgia.

Water Quality Control Measures:

- Borrow pit excavation shall not be conducted within 100 feet of the banks of any waters of the State of Georgia, nor discharges to the water or ground to ensure no adverse affects on these waters.
- No Point Source discharges shall be allowed without coordination with the Environmental Branch, and BMPs will be followed at all times.

Sensitive/Special Sites Measures:

- If historical or archaeological resources are encountered during excavation of this borrow pit. Stop working until the Environmental Branch has cleared the pit. ***Immediately contact the Cultural Resources Office - 767-3359/2010***

- No borrow pit may be expanded that is in the proximity of a protected cultural resource site or within the cantonment area.

****Where applicable, adverse effects from audible elements (blasting), and visual elements are to be avoided near these sites so as not to diminish the integrity of the location, design, setting, materials, workmanship, or other structural details.***

Fish and Wildlife Measures:

- Borrow pits or portions of the pits that are no longer suitable for further excavation for fill may be moved toward a final excavation phase that will produce a manageable fish pond.

- The following construction criteria shall strive to be incorporated during excavation for this purpose:

1. A water depth of 3 to 8 feet
2. An area of 3 to 10 acres
3. *All edges sloped at 4:1, with a 5:1 entrance/exit point for gopher tortoise escape, to be converted to a boat ramp upon pond completion.*
4. Earthen piers may be left within the excavated pond
5. Soil and erosion controls to stabilize slope and pond margins with appropriate ground cover plants
6. Borrow pit/pond shall be free of hazards including pilings, poles, abandoned equipment, etc.

Endangered/Protected Species Measures:

- If the borrow pit you are proposing to use is near a protected species, another borrow pit of the same type of material which is near your final destination will be assigned for your use.
- If threatened or endangered species are encountered during excavation of this borrow pit, all work is to be discontinued, and *immediately contact the **Fish & Wildlife Office at 767-7263/2584.***

Wetlands Measures:

- Maintain a minimum distance of 50 feet from borrow pit banks to wetlands delineation (footprints).

Solid/Hazardous Waste Measures:

- All solid and hazardous wastes shall be disposed of properly.
- No debris will be left at, in, or around the borrow pit.

Air Quality Measures:

- Where applicable, adverse effects from atmospheric elements, specifically fugitive dust, are to be prevented so as to avoid any significant deterioration of the air quality.

*** If the borrow pit you are proposing to use has been moved into this final excavation phase or has already been converted into a fishpond, another borrow pit of the same type of material which is near your final destination will be assigned for your use. Also, seasonal conditions may be such as to merit utilization of another site to offset unsafe conditions. These sites will require coordination with your POC for utilization. If necessary, another borrow pit of the same material type that is near your final destination will be assigned for your use.**

*** The following pass must be obtained from the Range Control Office *before entering* any Training Area.**

<i>POV PASS FOR FORT STEWART ROADS AND TRAINING AREAS</i>		
TO: Appropriate Range Guards and/or military police		
FROM: Chief Range Division, Fort Stewart Ga. 31314 (912) 767-877/8100		
The following individual(s) is/are authorized access to the following Training Area/Facilities beginning _____ thru _____ (Start Date) (End Date)		
Rank, Name (Last, First)	Training Area(s) Facility	
Organization	Phone Number	
Reason for Access Pass		
Vehicle (Model) (State)	Year	(License Plate Number)
<p align="center"><u>Statement of understanding</u></p> <p>I understand that I am permitted to use only the above listed training area(s) and roads leading to and from that area. I may only use that area/facility for the date and time listed below. I understand that I am using these roads at my own risk, and the Commander, 3rd infantry Division and Fort Stewart Assume no responsibility for my safety.</p> <p>Permanently off limit areas- High Risk Dud Area: Artillery Impact Area, Aerial Gunnery Ranges 1-3 (AGR), EOD Area, Tank Gunnery Ranges (B9-16) and small arms impact area, Luzon Range. Abandoned Ranges located in C1 and C4 training areas.</p> <p>CAUTION: DO NOT DISTURB UNEXPLODED AMMUNITION! Mark location and notify Range Control (912) 767-8777 or call the Military Police at 911.</p> <p>I have been briefed and understand the OFF-LIMITS areas and the limitations of this pass. I will notify Range Control at 767-8777 prior to entering an area and upon departure.</p>		
Chief, Range Division	Bearer's Signature	
<i>POST ON DASHBOARD OF VEHICLE</i>		

Application for Landfill Permit

1. Contractors may dispose of on-post generated refuse at the Lamont Road Landfill provided the active contract allows the use of the Government Landfill and each vehicle carrying refuse displays a current landfill permit.

The Government inspection representative will verify that the contract allows the use of the Government Landfill and will certify same by signing this request form.

2. Contractors will complete the information on this form and hand-carry it to the Environmental Compliance Branch (ECB), Public Works Business Center, located in Bldg. 3-1137, North of DPW Butner and Reilly Road personnel parking lot or FAX it to 910-396-4188. Contractors will insure that the Government inspection representative signs this form before submitting to ECB. Additional vehicles can be added on page 2 of this form.

Sid Williamson, Solid Waste/Recycling Manager
Environmental Compliance Branch
Phone # (910) 396-3372, Cell # (910) 977-2502

Prime Contractor _____ POC _____ Phone # _____

Sub Contractor _____ POC _____ Phone # _____

Project # _____ Project Name _____

Circle One: Fort Bragg Pope AFB Beginning Date _____ Duration _____

1) Vehicle Year/Make _____/_____

License Plate # _____ State _____ Exp Date _____

2) Vehicle Year/Make _____/_____

License Plate # _____ State _____ Exp Date _____

3) Vehicle Year/Make _____/_____

License Plate # _____ State _____ Exp Date _____

4) Vehicle Year/Make _____/_____

License Plate # _____ State _____ Exp Date _____

Approval of Government Representative

Print Name and Signature _____

Phone Number _____

SUBJECT: Application for Landfill Permit (continued)

5) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

6) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

7) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

8) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

9) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

10) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

11) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

12) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

13) Vehicle Year/Make _____/_____
License Plate # _____ State _____ Exp Date _____

Approval of Government Representative

Print Name and Signature _____

Phone Number _____

MEMORANDUM FOR DEH ENVIRONMENTAL OFFICE

SUBJECT: Landfill Permit Application

1. Fill in the following information for each Contractor vehicle:

- a. Landfill to Be Used: Sanitary _____ Demolition _____ Both _____
- b. Company Name: _____
- c. Contract Number: _____
- d. Project Title: _____
- e. Project Location: _____
- f. Date of Notice to Proceed: _____
- g. Project Length (In Days): _____
- h. Vehicle Make: _____
- i. Vehicle License Plate Number: _____
- j. Contract Inspector: _____

2. Note: Applications must be forwarded to the Environmental Office by a Government Official (e.g., Contracting Officer's Representative or Project Inspector). Applications delivered on any working day will be processed and available for pickup the following workday by 0830.

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FORT BRAGG ASBESTOS REMOVAL, TRANSPORTATION, AND
DISPOSAL DOCUMENTATION FORM

1. REMOVAL: ON _____ (SY/LF/CF/OR POUNDS) OF
ASBESTOS CONTAINING MATERIAL REMOVED FROM BUILDING #_____,
_____ (STREET ADDRESS), FORT BRAGG, NC, PER
_____ (WORK ORDER/CONTRACT NUMBER) WAS PREPARED FOR MOVEMENT TO THE
LANDFILL UNDER THE SUPERVISION OF _____ (PRINT NAME OF
SUPERVISOR) REPRESENTING _____ (NAME OF
FIRM/ORGANIZATION.

_____ (SIGNATURE OF SUPERVISOR)

2. TRANSPORTATION: ON _____ THE ACM MENTIONED ABOVE WAS TRANSPORTED
ON THE VEHICLE AUTHORIZED BY LANDFILL VEHICLE PERMIT NUMBER _____ BY
_____ (PRINT NAME OF DRIVER) _____ (SIGNATURE
OF DRIVER) TO THE LONGSTREET LANDFILL ON LONGSTREET ROAD, FORT BRAGG, NC.

3. DISPOSAL: THE ACM DESCRIBED IN PARAGRAPH 1 WAS DELIVERED BY THE VEHICLE
IDENTIFIED ABOVE TO THE LONGSTREET LANDFILL AND RECEIVED BY
_____ (PRINT NAME OF LANDFILL OPERATOR)

I CERTIFY THAT THE LANDFILL HAS BEEN APPROVED FOR THE DISPOSAL OF ASBESTOS.
THE MATERIAL DELIVERED WILL BE COVERED WITH NONASBESTOS MATERIAL IN THE
PRESCRIBED MANNER.

(PRINT NAME OF OPERATOR)

(SIGNATURE)

(DATE)

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REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY INFANTRY CENTER
6751 CONSTITUTION LOOP SUITE 650
FORT BENNING, GEORGIA 31905-4500

Policy Memorandum 525-13-5

IMSE-BEN-ESM-C

7 June 2007

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Fort Benning Contractor Security Badge Policy

1. REFERENCES:

- a. Department of Defense Instructions (DoDI) 2000.16, DoD Antiterrorism (AT) Standards, 2 October 2006, Paragraph E3.18, DoD Standard 18
- b. AR 525-13, Antiterrorism, 4 January 2002
- c. Immigration and Nationality Act, Sec 274A: Unlawful Employment of Aliens

2. PURPOSE: This policy establishes procedures and responsibilities for a standardized badging program for contractor employees who work on Fort Benning and who do not receive a DoD Common Access Card (CAC). In accordance with reference 1a and 1b, this policy implements measures to maintain positive control of contractors within the installation. This policy also ensures contractors are in compliance with reference 1c, and employ only authorized workers and validate their identities.

3. POLICY:

a. All contractors on Fort Benning will be badged under the Contractor Verification System (CVS) Program, using a Common Access Card (CAC) badge, or under the Directorate of Emergency Services (DES) Standardized Contractor ID Badge Program. Contractors coming onto Fort Benning for a period of less than 30 days, or who have forgotten their badge at home can receive a temporary badge. Temporary badges will be issued to Contracting Officer Representatives (CORs), and required agencies, with an SOP for their use and management.

b. All Garrison, Mission, and Tenant Government Organizations on Fort Benning will:

(1) Provide the full name, phone number and email address to the DES Badging Office Supervisor (706)-545-2148/7656, (email: benn.des.badgeoffice@conus.army.mil), for the primary COR in your organization for any contracts you have that require contract workers to enter Fort Benning to conduct work.

IMSE-BEN-ESM-C

SUBJECT: Fort Benning Contractor Security Badge Policy

(2) Provide a list of prime and subcontractors for any contracts you have to the DES Contractor Badging Office Supervisor using the Excel Spreadsheet sample format (Enclosure 1 - Contractor Listing Template) by email.

(3) Request all prime and subcontractors become certified on the Immigration Customs Enforcement (ICE) Mutual Agreement between Government and Employers (IMAGE) Program. See Enclosure 3.

b. Fort Benning Directorate of Emergency Services (DES) will:

(1) Establish a program to badge contract personnel on Fort Benning who do not receive a DoD CAC badge under the CVS program.

(2) Establish a process to verify contractor employee social security numbers to confirm their identity.

(3) Maintain a current list of all prime and subcontractors on Fort Benning.

(4) Provide a Privacy Act Notice to the CORs for distribution to the prime contractors.

(5) Provide a mobile and fixed site badging processing capability.

c. Contractors

(1) The prime contractor will coordinate with the DES Badging Office to schedule their personnel for badges once the required letters are provided to the DES by the COR.

(2) All prime contractors must provide a letter signed by a designated representative from their company listing all employees (prime and all subcontractors) who require access to Fort Benning. The letters will be provided to the Government Contracting Officer Representative (COR) of their contract who is responsible for providing it to the DES Badging Office. The letter will list the last name, first name, middle initial, and social security number of the employee, and/or appropriate immigration information . (Enclosure 2 - Sample Letter).

(3) The contractor is responsible for collecting badges from employees and returning those to the DES Badging Office once the employee ceases to work on the contract. The contractor will notify the DES Badging Office when a badge is lost or can not be recovered from an employee. It is understood this is difficult, but the contractor will make a best effort to obtain the badge and provide a document of his efforts to the COR.

IMSE-BEN-ESM-C

SUBJECT: Fort Benning Contractor Security Badge Policy

(4) It is the contractor's responsibility to provide arm bands or other special means to display ID badges for employees conducting work that the badge would interfere with in the performance of their duties.

(5) Contractors are required to verify all social security numbers for their employees prior to submitting the letter to the government COR. One recommended system for social security number verification is the Social Security Administration Web Based system at: <http://www.ssa.gov/employer/ssnv.htm>. Refer to the step by step instructions for registering.

d. Badges.

(1) Can serve as a form of ID for accessing Fort Benning.

(2) Will be issued for length of contract, plus any additional time requested by the COR.

(3) Badges will be displayed at all times, and may be attached or worn in any manner on the front torso, or right or left arm, around the neck on the outer most garment so that they are easily visible for inspection.

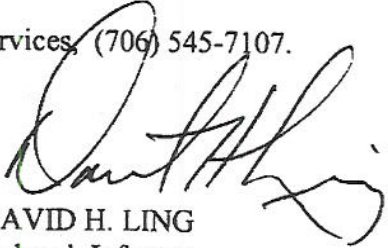
e. Legal Hiring by Individuals. Section 274A of the Immigration and Nationality Act provides detailed procedural requirements that employers must follow before hiring any individual. All employers, regardless of the size of their respective business, must verify the identity and work authorization of every new hire, citizen or alien. This includes reviewing documents which establish the employee's legal identity and his/her eligibility to be employed in the United States. If the employee is being hired for 3 or fewer days, verification must be done immediately when employment commences.

f. Non-Compliance. Contractor employees found without badges can be escorted to post boundaries, and referred to the COR. Violations could form the basis for adverse contract action under the rights and remedies of the contract terms and conditions.

4. PROPONENT. Director of Emergency Services, (706) 545-7107.

FOR THE COMMANDER:

3 Encls


DAVID H. LING
Colonel, Infantry
Chief of Staff

DISTRIBUTION:

CDRs/XO

Directors/Admin

Corp of Engineers (COE) (Fort Benning Area Office)
Fort Benning Tenant Organizations

Enclosure 1

Sample Contractor Identification Data Elements for Spreadsheet

1. Contract Number ✓
2. Contract Title ✓
3. Contract Description
4. Contractor (Company Name)
5. Period of Work - Start
6. Period of Work - End
7. Prime or Subcontractor
8. Sub to Which Company
9. Name of Company Point of Contact
9. Company Phone Number w/area code
10. Company Street Address
11. City
12. State
13. Zip
14. Company POC Email
15. Government ORG/Unit (Sponsor)
16. Contracting Officer Representative (COR) Name
17. COR Phone Number w/area code
18. COR Email
19. Administering Contracting Office (ACA DOC or COE)

5/10/14
TUCNC

Enclosure 2 - Sample Letter Requesting Contractor Badges

XYZ Construction Company
213 Blue Street
Columbus GA, 31840

12 May 2007

Request for Contractor Employee Badges

Address to Government Contracting Officer Representatives

Request contractor employee badges for the following personnel for access to Fort Benning in support of ACA DOC or COE Contract No. XXXXX, Contract Title, Fort Benning, Georgia. Start date for the contract is: 25 May 2007. Projected completion date of the contract is 19 June 2009.

NO.	NAME OF COMPANY	CONTACT PHONE # FOR COMPANY	LAST NAME	FIRST NAME	MI	SSN
1	XYZ Construction Co	706-554-9999	Ringo	Dave	L	000-00-0000
2	XYZ Construction Co	706-554-9999	Soder	Polo	P	000-00-0000
3	L&M Plumbing	706-912-2134	Black	Steve	N	000-00-0000
4	T&O Air Conditioning	706-554-9003	Longfellow	Susan	I	000-00-0000
5	Total Bricks	678-203-7686	Hou	Alf	G	000-00-0000
6	Total Bricks	678-203-7686	Gomez	Quan	L	000-00-0000
7	Total Bricks	678-203-7686	Ladden-Hoy	Ben	A	000-00-0000
8	XYZ Construction Co	706-554-9999	Moore	Alfred	B	000-00-0000

I hereby certify all social security numbers have been validated, and where appropriate immigration information validated through the Immigration and Customs Enforcement Agency (ICE). The employees understand failure to have a DES standard contractor badge are grounds for removal from Fort Benning, referral to the contracting officer, and possible issuance of a bar letter prohibiting re-entry.

Bill D. Snowball
XYZ Construction
Operations Manager
(706) 567-9089

(The willful falsification of any of the above names may subject the contractor or subcontractor to prosecution. See section 1001 of title 18 of the United States Code.

Enclosure 3

Immigration Customs Enforcement (ICE) Mutual Agreement between Government and Employers (IMAGE) Program

1. It is highly desired that all prime and subcontractors working on Fort Benning join the Department of Homeland Security (DHS) ICE Mutual Agreement between Government and Employers (IMAGE) Program and become IMAGE certified. A known vulnerability on Fort Benning has been the presence of unauthorized aliens (undocumented workers) who have secured jobs by fraudulent means, including presentation of false documents, completion of fraudulent benefit applications and theft of identities. To combat unlawful employment and reduce vulnerabilities that help illegal aliens gain such employment, the Department of Homeland Security (DHS) recently introduced the ICE Mutual Agreement between Government and Employers (IMAGE) program. The goal is to assist employers in targeted sectors to develop a more secure and stable workforce and to enhance fraudulent document awareness through education and training. The website for IMAGE is <http://www.ice.gov/partners/opaimage/>
2. Upon enrollment and implementation of DHS' best hiring practices, program participants will be deemed "IMAGE Certified"--a distinction DHS believes will become an industry standard.
3. All IMAGE participants gain membership to DHS' Basic Pilot Employment Verification Program, administered by USCIS. Through this employee authorization verification program, employers can verify that newly hired employees are eligible to work in the United States. This Internet-based system is available in all 50 states and is currently free to employers. It provides an automated link to the Social Security Administration database and DHS immigration records. To sign up for participation in the Basic Pilot Employment Verification Program, visit the registration Web site <https://www.vis-dhs.com/EmployerRegistration/>.
4. For more information on the IMAGE Program, please visit the IMAGE [FAQ](#) page. You may request an information packet via the [IMAGE Information Packet Request](#) form.

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SECTION 01 08 00

DESCRIPTION/SPECS/WORK STATEMENT

1. DESCRIPTION OF WORK:

1.1 Multiple Award Task Order Contract (MATOC) for General Construction and Design/Build Construction is intended to provide rapid response for General Construction: new construction, rehabilitation, maintenance or repair of situations relating, but not limited to, site work, mechanical systems, plumbing, utility systems, structural, electrical, HVAC, instrumentation, security and safety areas of Government facilities in a cost effective manner. **Work requiring the use of civil funds is not allowed.** Work may include, but not be limited to:

1.2. Vertical Construction:

1.2.1. Buildings: New construction, rehabilitation, renovation and repair of buildings, building additions, pre-engineered buildings and other structures (e.g. open bay pre-engineered, storage facilities, training ranges, etc.). Building renovations to include: floors, ceilings, walls, windows, doors, painting, electrical & mechanical upgrades, etc., furniture incidental to construction (e.g. workstations), lead, asbestos and mold remediation, interior and/or exterior painting of new and existing facilities, and work incidental to surface deterioration (e.g. patching drywall, replacing siding, trim work, etc).

Design and construction of the following types of facilities or their equivalent or similar commercial or institutional types may include but not be limited to: Medical Facilities, Company Operational Facilities, Administrative & Office Buildings, Educational Facilities, Military Training Facilities, Weapons Training Facilities (Shoot-houses), Animal Training & Storage Facilities, Religious Facilities, Recreational & Storage Facilities, Dining Facilities, Vehicle Maintenance Facilities, Aircraft Storage Facilities, Hangars etc...

1.2.2. Roofs: Replacement and repair of roof and roofing systems. Work will include gutters, downspouts, flashing, fascia and soffits. Incidental damage (e.g. ceiling replacement, painting and carpet cleaning) as a result of roof leaks.

1.2.3. Anti-Terrorism Force Protection of new and existing facilities: Building and site security for both new and retrofit construction (e.g. site layout, security design, building construction, security equipment, threat development, level of protection, and design constraints and communications)

1.3. Horizontal Construction:

1.3.1. New construction, rehabilitation and repairs of highways, roads, streets, airport runways, concrete aprons, sidewalks, storm drainage, landscaping, sodding, detection loops, pedestrian bridges, highway bridges (Bridges that do not span over major waterways), parking lots, traffic lines and traffic markings.

Work can also include the following, but not be limited to: Site preparation, clearing & grubbing, surveying, fencing, drainage systems, traffic & signalization and traffic studies. Storm water management and erosion control.

1.3.2. New construction, rehabilitation, maintenance or repair of HVAC systems, plumbing systems, waste water drainage systems, fire alarm, fire protection sprinkler systems, fire suppression systems, back flow preventers, all devices, equipment and components associated with constructing and installing these systems. Work can also include, but not be limited to the following: Installation of and experience with fire detection systems, DDC Controls systems, underground high temperature lines, medium temperature lines, chill water distribution systems, variable frequency controls on HVAC systems, testing, adjusting, and balancing of HVAC systems, design and installation of computer room HVAC systems, commissioning of building systems and pumping systems.

1.3.3. New construction, rehabilitation, maintenance or repair of interior and exterior utility systems and lines. Work may include but not be limited to the following: New construction, rehabilitation or repair services including electrical work. Interior and exterior high and low voltage electrical lines, communication lines, (telephone & data lines), communication systems, security &

security camera systems and cabling. Natural gas, water, storm sewer, sanitary sewer and propane gas lines. Design, installation, and testing of new and existing emergency generator systems, automatic transfer switches, and emergency power connections into existing electrical systems.

1.4. Incidental Work:

1.4.1. New construction, renovation, rehabilitation repair or demolition services incidental to the tasks performed in any of the above paragraphs. This work shall include, but is not be limited to, carpentry, painting, lighting, and similar minor electrical work that may be required to provide a complete, safe and usable facility during and after the course of roofing, mechanical, plumbing or painting services.

1.4.2. Testing, reports and surveys associated with new construction, renovation, rehabilitation of, repairs and additions to, buildings (including lead and asbestos), structures, roads (including traffic/pedestrian patterns), drainage systems, mechanical systems and utility systems.

1.5. Restrictions: Task orders for design only or demolition only shall not be placed against the contract.

2. DESCRIPTION

2.1. The Contractor shall provide, upon receipt of a task order, all labor, materials, supplies, parts (to include system components), supervision, equipment, and related services, (except when specified as Government furnished), to repair, construct, and/or maintain facilities, structures primarily at Federal facilities within the geographic boundaries of the U.S. Army Corps of Engineers, South Atlantic Division (SAD), as specified in strict accordance with all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract or incorporated by reference.

2.1.2. The Contractor shall investigate the site, or area as directed or indicated in the Task Order. If required in the Task Order, digital pictures or video tape recordings shall be made of the proposed project with emphasis on the particular area to be removed or repaired including foundations and utilities. The Contractor shall review existing as-built drawings, maintenance records, and other pertinent documentation, as required to become familiar with the site. The Contractor shall interview on-site maintenance personnel and staff to determine the existing conditions of the area. The Contractor shall investigate and determine whether environmental surveys (asbestos, lead based paint) are required in the work site/area. During this site visit, data required to prepare a site description, a hazard and risk analysis, and a site control document shall be gathered. Access to areas where field efforts may occur should be investigated.

The Contractor shall develop a basis to prepare budget proposal costs for the proposed work.

2.1.3. The following list of discussion topics is provided to assist in gathering the necessary information during the site visit to prepare a work plan. It is not a comprehensive list of topics to discuss at the site visit meeting. Some of the topics may not be applicable to all Task Orders. Additional criteria and information may be required to fully determine the Task Order scope of work.

- Environmental issues

- Functional layout - how does the customer plan to use the project?

- Unusual details pertaining to the project

- Site improvements (i.e. parking, grading, drainage, etc.)

- ADA accessibility

- Anti-terrorism/force protection requirements

- Sustainable design and construction

- Fire protection

- Plumbing, water and sewer requirements

- Electrical, interior and exterior requirements

- Occupancy during construction

- Phasing requirements

- Schedule requirements

- Availability of as-built drawings

2.1.4. Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all maintenance, repair, and/or construction and design/build services as specified. The Contractor shall conduct the work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within each task order. The Contractor shall ensure that all work provided meets the scope of work for each task order, and any special specifications included with the individual task order or included in any applicable documents.

2.1.5. The Government will provide a scope of work to the Contractor detailing the work to be accomplished. The detail provided will vary from a general idea of what is required with no drawings to complete design documents, depending on the complexity of the project. The Contractor shall use the information provided by the Government and submit a complete proposal regardless of how much information is provided by the Government. The proposal shall include the method, labor and materials necessary for performing the work required.

2.1.6. The Contractor shall complete all work and services under this contract in accordance with schedules established in each task order. Required submittals will be included in the task order. Types and numbers of submittals and dates and places for review meetings shall be established by each task order.

3. DATA SUBMITTAL REQUIREMENTS

3.1. Contract Data Requirements: The contract data requirements are referenced in the task order scope of work (SOW) by title in each individual task order. The contractor shall provide all items that are listed under contract data requirements for each individual task order.

4. SERVICES TO BE PERFORMED

4.1. General Services: Contractor shall, commencing upon issuance of a task order, supply all personnel, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the contract data requirements.

4.1.1. All task orders to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

4.1.2. All task orders to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of the Savannah District Design Guides within the Engineering Criteria Section at <http://en.sas.usace.army.mil/> and Engineers Technical Instruction (TI) 800-01 Design Criteria at <http://www.hnd.usace.army.mil/techinfo/ti.htm> unless other criteria are provided by the Contracting Officer.

4.2. Overall Responsibility: The Contractor shall be responsible for all site surveys; calculations; work plans; construction; equipment startups; and testing, repair, and/or training required for satisfactory completion of the contract requirements as required by each individual task order. This shall include, but not be limited to providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the implementation, or testing that may be required by the individual task order.

4.3. Codes and Standards: The site surveys, work plans, construction, equipment startup and testing and/or repair shall conform to the requirements of this contract. The Contractor shall adhere to codes and standards as specified herein and in the individual task orders. All codes and standard requirements shall be based on the latest edition of codes applicable at the time the task order is issued. All work shall comply with local, state, national, international or military codes, whichever is the most stringent.

4.4. Documentation: The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

4.5. Site Visits and Meetings: Times and locations of site visits and meetings shall be identified in each task order.

4.6. Safety and Health Program: Site activities performed in conjunction with this program may pose safety hazards which require specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program, to include a generic site safety and health plan prepared in accordance with Specification 01 35 29. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

4.7. Quality Control Program: The Contractor shall develop, implement, and document an effective quality control plan for the program, and shall provide a generic site quality control plan prepared in accordance with Specification 01 45 04.0010.

4.8. Permits: The Contractor shall identify and obtain all permits from Federal, State, local, or installation agencies.

5. DESIGN SERVICES

5.1. Design services may be required for individual task orders. If design services are required, it will be indicated in the task order SOW. Design services shall be prepared in accordance with Specification 01 08 50.

5.2. Design Team: The A/E Firm shall maintain a design staff with comparable ability and experience to the staff listed in the technical proposal. If the Contractor uses a different A/E Firm than the firm included in its proposal, the Contractor shall notify the Contracting Officer in writing of the change to its technical proposal. The reason for the change must be included in the request. This change must be approved by the Contracting Officer.

5.3. The design staff will consist of the following:

5.3.1. Technical Design Staff: The technical design staff shall consist of professional architects and engineers, (general, civil, mechanical, electrical, structural and topographic survey crew, and associated sub professionals including technicians and instrumentation specialists (DDC, fire, security/intrusion detection). The professional engineers and sub professionals shall be licensed as applicable.

5.3.2. Senior Architect/Engineer: The Architect/Engineer shall have a recognized four-year college degree in architecture, engineering, or related technical fields, have a professional architect or engineering license, and a minimum of 3 years design experience in his/her respective discipline.

5.3.3. Sub-Professional Architect/Engineer: The Architect/Engineer shall have a recognized four-year college degree in architecture, engineering, or related technical fields and a minimum of 3 years design experience in his/her respective discipline.

5.3.4. Topography Surveyor and Crew: The Topography Surveyor shall have a recognized four-year college degree in land surveying, or equivalent education and experience, have a registered land surveyor license, a minimum of 3 years land surveying experience, and knowledge of permitting requirements, licensing, and platting procedures for the states within the boundaries of the U.S. Army Corps of Engineers, South Atlantic District. The crew shall consist of a minimum of 2 instrument technicians each with a high school diploma or equivalent, and 2 years directly related field experience.

5.2.5. Design Team Travel & Material Cost:

5.2.5.1. Travel Cost will be computed separate. Cost associated with travel shall be in accordance with the Joint Travel Regulation (JTR). All mark-ups with the exception of profit will not be applied to travel cost.

5.2.5.2. Subsistence will be computed separate. Cost associated with subsistence shall be in accordance to the Government Per Diem Rate. All mark-ups with the exception of profit will not be applied to subsistence cost.

5.2.5.3. All materials (i.e. drawings, prints, disk, plots, etc.) will be negotiated on a task order by task order basis. All mark-ups with the exception of profit will not be applied to materials.

6. APPROVALS, RESPONSIBILITIES, QUALIFICATIONS FOR LABOR CATEGORIES

6.1. Staffing Approvals: Prior to making changes in management staff, the Contractor shall notify the Contracting Officer in writing of changes in his proposed management staff.

6.1.1. The Contractor shall maintain a management staff with comparable ability and experience to the staff listed below. Any changes from the proposed and accepted management staff must be approved by the Contracting Officer. A request for a change to the approved staff must be submitted in writing. A current qualification statement, and reason for changing the personnel, shall be included in the request for approval.

6.1.2. Resumes that have been previously submitted to the Government need not be a part of the individual task order proposal. Federal, military and civilians employed by the Government shall not be employed by the Contractor in performance of any work under the contract including employment during off-duty hours, regular hours, or while on annual leave.

6.2. Responsibilities

6.2.1. Program Manager: This is the individual who has the direct responsibility for contract execution. This individual shall serve as the single point of contact and liaison between the Contracting Officer and the Contractor.

6.2.2. Project Manager: This is the individual who has the direct responsibility for all operations on the site. This individual shall have a recognized four year college degree in engineering or related technical field or business/management, minimum experience of five years (or minimum experience of ten years in lieu of a four year degree) in managing and supervising engineering for projects similar in scope of the Task Order. Professional(s) shall be familiar and conversant with the various codes and standards applicable to tasks covered by the scope of work. The Project Manager for a Task Order shall oversee task accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the tasks during the life of the Task Order. The full-time on-site Project Manager shall be designated in writing (listing name, address, local telephone number, and home telephone number). The Project Manager shall report directly to the Program Manager and to the Contracting Officer for their Task Order. The Project Manager shall be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors, and omissions and for ensuring that all technical requirements are met. Another individual may be designated to temporarily act for the Project Manager, however 48 hours advance notice in writing of such change shall be provided to the Contracting Officer.

6.2.3. Quality Control System Manager: This individual shall be directly responsible for the overall Quality Control Program.

6.2.4. Safety Manager: This individual shall be directly responsible for the Safety Program.

6.2.4.1. Site Safety Officer: This individual shall be directly responsible for site safety. This position may be held jointly by the project Quality Control Officer.

6.2.5. Additional People: Additional specialized safety and quality control people may be required on a task order by task order basis (i.e. fire protection, mechanical controls, HVAC balancing, etc.). The Contractor may need to hire an outside laboratory, i.e. concrete testing, HTRW testing, welding testing, etc. This will be determined on a task order by task order basis.

7. ACTIVITIES UNDER CONSTRUCTION OR DESIGN-BUILD PROJECTS

7.1. Task Orders:

7.1.1. The activities to be performed by the Contractor under this contract and subsequent task orders will be identified in each task order.

7.1.2. The Contracting Officer reserves the right to modify duties and time periods in the task. At the completion of each approved task order, the results, documented and conceptual, becomes the property of the Government.

7.1.3. The Contracting Officer will decide whether or not to award task orders.

7.2. Task Order Procurement Procedures for Normal and Unusual Conditions

7.2.1. Normal Conditions: Under normal conditions the Contractor shall review the scope of work for completeness and biddability and then provide a proposal for the work. The Government shall evaluate the proposal and determine price reasonableness, negotiate with the Contractor, and issue a Firm Fixed Price Task Order.

7.2.2. Unusual Conditions: In unusual cases when work must commence almost immediately and there is insufficient time to fully definitize the price, the Government will have, as a minimum, a fully definitized scope of work and an IGE completed. The Contractor will prepare and submit his proposal in the same manner as under normal conditions. The Government shall compare the IGE to the Contractor's proposal and establish a most realistic not to exceed limit for use in issuing the task order. Immediately after task order issuance the Government shall complete the evaluation of the proposal, assure competition is present and sufficient, determine price reasonableness, negotiate with the Contractor, and issue a modification to the Firm Fixed Price Task Order providing final definitization of price.

7.3. Work Plan (Design): Unless otherwise approved by the Contracting Officer the Contractor shall prepare and submit a work plan to the Contracting Officer for approval prior to beginning any construction on site unless otherwise approved by the Contracting Officer. The work plan shall be submitted for two reviews, preliminary and final. Work plan (Contractor's engineering related services and price proposal) shall be submitted to the Government.

7.3.1. The Contracting Officer shall accept the work plan and continue through final review, or reject the work plan. The final review will be to ascertain that all Government review comments from the preliminary review have been incorporated.

7.4. Construction Price Proposal: Contractor will prepare a price proposal for the construction and submit it to the Contracting Officer within the time period stipulated on the RFP. Failure to submit the proposal on time could result in an interim unsatisfactory performance rating.

7.5. Negotiations for Construction: The negotiations, when required, between the Contracting Officer, and the Contractor, shall begin at a time prescribed by the Government and convenient to the Contractor. Details covered in negotiations shall include, but not necessarily be limited to:

Scope of Work Plan (Design).
Period of Contract.
Technical Details of Work Plan.
Management of Work Plan.
Cost of Price Proposal for Work Plan (If Applicable) and Construction

7.6. Implementation of the construction shall not begin until all disagreements on the above items have been settled between the Contractor and the Government.

7.7. Awarded Action: After the work plan and/or construction have been awarded (through the medium of a task order) the Contractor shall:

7.8. Construction: As work progresses, the contractor will be assessed liquidated damages and could be issued an interim unsatisfactory performance rating if the contractor fails to complete the construction in the time period stipulated on the definitization schedule. The Contractor must also meet the following requirements:

- a. Adhere to the task order scope of work/work plan.
- b. Adhere to the approved plan for site safety and health, prepared and submitted in accordance with Specification 01-35-29 and as modified by the task order.
- c. Adhere to the approved quality control program, prepared and submitted in accordance with Specification 01 45 04.0010 and as modified by the task order.
- d. Prepare and certify a comprehensive work schedule based on the proposed work plan in accordance with Specification 01 08 50.
- e. Construct the facility in accordance with the approved work plan previously submitted in accordance with Specification 01 08 50.
- f. Submit weekly progress reports starting second week after issuance of task order in accordance with Specification 01 45 04.0010.
- g. Conduct test of modified system/equipment and obtain Government inspection/approval in accordance with Specification 01 45 04.0010 and 01-3300.
- h. Prepare operation and maintenance manuals, for the modified system/equipment in accordance with Specification 01 78 23.
- i. Prepare training program and train Government personnel in operation and maintenance of modified system/equipment in accordance with Specification 01 78 23.
- j. Provide equipment and construction warranties in accordance with Specification 01 78 23.
- k. Submit certified list of standard equipment and MFRP service organizations in accordance with Specification 01 78 23.
- l. Certify computer media.

7.9. As-Built Drawings: As the work plan and construction progresses, the Contractor shall accomplish initial as-built drawings, which reflect the project current condition in accordance with Specification 01 08 50. At the completion of the construction, the Contractor shall submit as-built final drawings in accordance with Specification 01 08 50.

8. SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS: All surveys, studies, proposals, and work plans submitted to the Contracting Officer become the property of the Government.

9. ENVIRONMENTAL PROTECTION: The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits and in accordance with federal, state, and local environmental laws.

10. ASBESTOS AND LEAD-BASED PAINT: When work is in areas suspected of containing asbestos or lead-based paint, the Contractor shall notify the Contracting Officer immediately. If asbestos and/or lead-based paint is encountered during the course of a project, work shall cease immediately and the Contracting Officer shall be notified.

11. SITE SECURITY: The Contractor shall provide site security (fencing, lighting, or guard services) as required by each task order. However, at a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

12. ACCIDENT REPORTS: The Contractor shall comply with accident reporting requirements as outlined in the latest edition of U.S. Army Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1, which will be furnished by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer within the time limits prescribed.

13. PUBLIC AFFAIRS: The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer or Administration Contracting Officer for comment.

14. COMPUTING PROFIT: Profit for task orders issued under one of the exceptions in FAR 16.505(b)2) and modifications will be calculated by using the weighted guideline method attached.

15. REFERENCES: The publications listed below form the basis for the construction work under this contract. Additional references may be identified as required in the task orders. Work done under individual task orders shall utilize the latest issue of the publication dated at the time of the task order award. When a required publication is not referenced in this list or the task order, the Contractor shall utilize one that has national applications. Where conflicts arise between publications, the most stringent requirements shall apply.

AMERICAN HOSPITAL ASSOCIATION (AHA)

AHA Maintenance Management for Health Care Facilities

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 National Electric Safety Code

AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS (ASHRAE)

Handbooks Refrigeration, Fundamentals, HVAC System and Equipment, HVAC Applications

Standards Ventilation for Acceptable Indoor Air Quality

INSTALLATION DESIGN GUIDE

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards - General

Construction

29 CFR 1926 Occupational Safety and Health Standards - Construction Industry

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS MANUAL (EM)

EM 385-1-1 Safety and Health Requirements Manual

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS REGULATION (ER)

ER 25-345-1 Military Publications System Operation and Maintenance Documentation

DEPARTMENT OF THE ARMY REGULATION (AR)

AR 385-40 Accident Reporting Standards

DEPARTMENT OF THE ARMY TECHNICAL MANUALS (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating, and Air Conditioning

TM 5-810-4 Compressed Air, TM 5-810-5 Plumbing

TM 5-811-1 Electric Power Supply and Distribution

TM 5-811-2 Electric Design, Interior Electrical System

TM 5-811-14 Coordinated Power Systems Protection

TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

JOINT COMMISSION ACCREDITATION ON HEALTH CARE ORGANIZATION (JCAHO)

JCAHO Joint Commission of Accreditation on Health Care Organizations

MILITARY HANDBOOKS (MIL-HDBK)

MIL-HDBK-1008B Fire Protection for Facilities Engineering, Design, and Construction

MIL-HDBK-1190 Facility Planning and Design Guide

MIL-HDBK-1191 Medical and Dental Treatment Facilities, Design and Construction Criteria

NATIONAL INSTITUTE OF TECHNOLOGY AND STANDARDS

Handbook 135 Life Cycle Cost Analysis

NATIONAL FIRE PROTECTION ASSOCIATION, INC. (NFPA)

NFPA 70 National Electric Code

NFPA 80 Doors and Windows

NFPA 99 Health Care Facilities

NFPA 98 Installation of Air Conditioner & Ventilation Systems

NFPA 101 Life Safety Code

BUILDING CODES (52.9101-4000 TM)

All work shall be performed in compliance with the following National Standards and Codes, applicable.

American Institute of Steel Construction (AISC)

American Concrete Institute (ACI)

Uniform Building Code (UBC)

Uniform Plumbing Code (UPC)

Uniform Mechanical Code (UMC)

Joint Commission Accreditation of Hospitals (JCAH)

Code of Federal Regulations (CFR)

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; and OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

FEDERAL STANDARDS (FED STD)

FED STD 313A Material Safety Data Sheets, Preparation and the Submission

FED STD 795 Uniform Federal Accessibility Standards

AMERICANS WITH DISABILITIES ACT (ADA)

WEIGHTED GUIDELINES METHOD FOR DETERMINING PROFIT

1. Use of Weighted Guidelines in Connection with Determining Fair and Reasonable Profit for Fixed-Price Construction Contracts and Modifications. In preparing Government estimates and/or where profit is negotiated as an element of price a reasonable profit shall be negotiated or determined for each procurement action by using the following procedure as a guide:

<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		

%

2. Based on the circumstances of each procurement action, each of the above factors shall be weighed 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.

a. 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 weighing should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighed value than unit price items for which quantities are provided. Other things to consider: the portion of the work to be performed; reasonableness of negotiated costs; amount of labor included in costs; whether the negotiation is before or after performance of work; etc.

b. 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 related, 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; what is the time schedule; etc.

c. 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.

d. Period of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. Although EFARS provides that no weight is to be allowed where additional time is not required, an Engineers Board of Contract Appeals has ruled that a weight can be assigned for this element if the changed work requires more time than the originally specified work, even if interim or final completion dates are not extended.

e. Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average or above average. Things to consider: amount of subcontracting; mobilization payment item; Government -furnished property; method of making progress payments; etc.

f. 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 expending assistance; etc. For average Government assistance, use .12.

g. Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80% 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.

3. Form 828, Reasonable Profit on Fixed-Price Construction Contracts, and charts for Weighted Guideline Profit Determination for size of job, period of performance, and subcontracting, are included in this exhibit.

REASONABLE PROFIT ON FIXED-PRICE CONSTRUCTION CONTRACTS**PROJECT:****LOCATION:**

Fair and Reasonable profit on fixed price construction contracts and modifications

FACTOR**WEIGHTED****RATE****DATE****WEIGHT****VALUE**

Degree of Risk

.03 to .12

20.00%

(Where the risk is very small weighting should be .03)

Relative Difficulty of Work

.12 to .03

15.00%

(If work is most difficult and complex the weighting should be .12)

Size of Job

100,000 to 5,000,000

.12 to .05

15.00%

5,000,000 to 10,000,000

.04

4.00%

(Work not in excess of \$100,000 shall be weighted at .12)

(Between \$100,000 and 5,000,000 from .12 to .05)

(\$5,000,000 to 10,000,000 at .04 and in excess of \$10,000,000 at .03)

Period of Performance

.12 to .03

15.00%

(Jobs in excess of 24 mos. are to be weighted at .12)

Contractor's Investment

.12 to .03

5.00%

(.03 to .12 on the basis of below average, average and above average)

Assistance by Government

.12 to .03

5.00%

(.12 to .03 on the basis of average to above average)

Sub Contracting

.03 to .12

25.00%

(80% or More .03)

(To be weighted inversely proportional to the amount of subcontracting)

100.00%

FORM 828

Previous Editions are Obsolete

DEC 05

WEIGHTED GUIDE LINE PROFIT DETERMINATION

SIZE OF JOB:

		<u>FACTOR</u>			<u>FACTOR</u>
\$ 0	\$ 100,000	0.120	0.077		
100,000	200,000	0.119	100,000	200,000	0.076
200,000	300,000	0.117	200,000	300,000	0.074
300,000	400,000	0.116	300,000	400,000	0.073
400,000	500,000	0.114	400,000	500,000	0.071
500,000	600,000	0.113	500,000	600,000	0.070
600,000	700,000	0.111	600,000	700,000	0.069
700,000	800,000	0.110	700,000	800,000	0.067
800,000	900,000	0.109	800,000	900,000	0.066
900,000	1,000,000	0.107	900,000	4,000,000	0.064
1,000,000	100,000	0.106	4,000,000	100,000	0.063
100,000	200,000	0.104	100,000	200,000	0.061
200,000	300,000	0.103	200,000	300,000	0.060
300,000	400,000	0.101	300,000	400,000	0.059
400,000	500,000	0.100	400,000	500,000	0.057
500,000	600,000	0.099	500,000	600,000	0.056
600,000	700,000	0.097	600,000	700,000	0.054
700,000	800,000	0.096	700,000	800,000	0.053
800,000	900,000	0.094	800,000	900,000	0.051
900,000	2,000,000	0.093	900,000	5,000,000	0.050
2,000,000	100,000	0.091	5,000,000	10,000,000	0.040
100,000	200,000	0.090	OVER	10,000,000	0.030
200,000	300,000	0.089			
300,000	400,000	0.087			
400,000	500,000	0.086			
500,000	600,000	0.084			
600,000	700,000	0.083			
700,000	800,000	0.081			
800,000	900,000	0.080			
900,000	3,000,000	0.079			

PERIOD OF PERFORMANCE

		<u>FACTOR</u>
OVER 24 MONTHS	-----	0.120
23 TO 24 MONTHS	-----	0.116
22 TO 23 MONTHS	-----	0.112
21 TO 22 MONTHS	-----	0.109
20 TO 21 MONTHS	-----	0.105
19 TO 20 MONTHS	-----	0.101
18 TO 19 MONTHS	-----	0.098
17 TO 18 MONTHS	-----	0.094
16 TO 17 MONTHS	-----	0.090
15 TO 16 MONTHS	-----	0.086
14 TO 15 MONTHS	-----	0.082
<u>PERIOD OF PERFORMANCE continued</u>		
13 TO 14 MONTHS	-----	0.079
12 TO 13 MONTHS	-----	0.075
11 TO 12 MONTHS	-----	0.071
10 TO 11 MONTHS	-----	0.068
9 TO 10 MONTHS	-----	0.064
8 TO 9 MONTHS	-----	0.060
7 TO 8 MONTHS	-----	0.056
6 TO 7 MONTHS	-----	0.052
5 TO 6 MONTHS	-----	0.049
4 TO 5 MONTHS	-----	0.045
3 TO 4 MONTHS	-----	0.041
2 TO 3 MONTHS	-----	0.038

1 TO 2 MONTHS	-----	0.034
UNDER 30 DAYS	-----	0.030

SUBCONTRACTING

			<u>FACTOR</u>
80%	OR MORE	-----	0.030
70%	TO 80%	-----	0.042
60%	TO 70%	-----	0.055
50%	TO 60%	-----	0.068
40%	TO 50%	-----	0.080
30%	TO 40%	-----	0.092
20%	TO 30%	-----	0.105
10%	TO 20%	-----	0.118
0%	TO 10%	-----	0.120

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SECTION 01 08 50

DETAILED DESIGN PERFORMANCE REQUIREMENTS

This specification section will apply when identified in the individual Task Order scope of work.

PART 1 GENERAL

1.1 SUMMARY

This section sets forth the general requirements for the performance of various survey, comprehensive interior design, and design services related to new construction, upgrade, improvement and repair of facilities, infrastructure systems, and related components at Federal Facilities located within the Area of Responsibility of South Atlantic Division, U. S. Army Corps of Engineers. The design portion of the scope of work for each task order shall be selected from the list of requirements in paragraph 3 below. Other task order requirements shall be included in the pre-proposal conference minutes, instructions from the Using Agency's representatives through the Savannah District, or other additional instructions directly from the Savannah District.

In order to maintain maximum flexibility in establishing construction specifications while at the same time avoiding unnecessarily restrictive descriptions, the designer shall comply with the following standards when specifying a product by trade name, make or catalog number:

- a. List the salient characteristics of the named products which establish the "standard of quality" required by the Government. These characteristics should be listed in the form of physical, functional and performance characteristics.
- b. Conduct a market survey to identify all manufacturers whose products meet the Government's requirements.
- c. Provide the names and model numbers of all manufacturers' products which meet the "standard of quality" and list these manufacturers and products in the specifications and/or drawings.

1.2 REFERENCES

The following information and criteria are made a part of this Contract by reference:

DA Facility Standard Design for UEPH, COF, Tactical Equipment Maintenance Facilities, etc.

U.S. ARMY CORPS OF ENGINEERS - SAVANNAH DISTRICT (USACE-SAS)

SAS DM

(2000) Savannah District Design Manual for
Military Construction

1.3 GENERAL TECHNICAL INSTRUCTIONS

The following technical instructions are applicable for the design portion of each individual task order unless otherwise specified in specific task orders. For task orders that include design, the task order shall provide specific instructions for the design of the project indicated and, in case

of conflict, takes precedence over the requirements of the Appendix A and the SAS DM.

1.3.1 Quality Control Plan

The Contractor shall develop a design quality control plan and submit this plan with the fee proposal for each task order that includes design. The quality control plan shall include the following:

- a. Project number, description, and location.
- b. A listing of the design team members, noting their responsibilities, phone numbers, and E-mail addresses.
- c. A CPM or bar chart schedule prepared using an off the shelf NAS software package fully compatible with Microsoft Windows environment (i.e. Microsoft Project or similar software) indicating the required design activities and proposed submission dates.
- d. Brief outline description of the Contractor's quality procedures for ensuring a coordinated design between disciplines, coordination between drawings and specifications, internal processes, and conformance with SAS deliverables requirements as defined in the SAS DM.

1.3.2 Communications Connectivity Requirements

The Contractor shall have Internet access (MS Explorer or Netscape) to access design criteria on the SAS web page (<http://www.sas.usace.army.mil>). Also, the Contractor must have electronic mail with the capability to attach and transfer design documents.

1.3.3 Adapt Government Designs

When appropriate, the Contractor shall adapt Government designs, drawings, specifications, and standards for buildings and other structures as necessary to meet the requirement of the approved layout of the proposed project, and prepare detailed designs, specifications, and drawings in the required form for buildings and other structures for which Government designs are incomplete or unavailable. All such drawings and specifications shall be corrected to reflect the latest criteria requirements in effect during the project design. Facilities to be used as a basis of design shall be identified in the specific instructions for each task order.

1.3.4 Adjacent Projects

Ongoing projects located adjacent to, or nearby a proposed project site will be identified in the specific instructions for each task order. The Contractor shall completely and thoroughly coordinate all aspects of the proposed project and how it interrelates with surrounding facilities.

1.3.5 Military Installation Aesthetic Improvement Guidance

The Contractor shall consider aesthetic design in accordance with the SAS DM.

1.3.6 Work

The design portion of the work shall consist of performing all services necessary in preparation of contract plans and specifications, including

supporting design analyses, cost estimates, narratives, etc., as required for the specific project. The scope of the respective projects is as defined in the task order.

1.3.7 Contract Drawings

The contract drawings shall be created using Computer Aided Design and Drafting (CADD) technology. The Contractor shall provide, as a final product, the contract drawing files in MicroStation graphics software in use by the Savannah District at the time of contract award. The drawing files may require translation to a format compatible with the installation's file system. If required, this shall be specified with each task order. The project files shall be delivered on compact disk (CD) with a physical label as to the project location and project name. The CD must conform to ISO 9660-file standard. The ISO convention restricts filenames to the characters A-Z (uppercase only), 0-9, and _ (underscore). Filenames including extensions are restricted to 11 characters.

1.3.8 Design Analysis

The Design Analysis shall be developed in accordance to the criteria specified within task orders and **SAS DM**. The Design Analysis 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.

1.3.9 Specifications

The specifications shall be developed utilizing commercial CSI specifications or UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS). The project specifications shall be in SPECSINTACT format and be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturer's recommendations.

1.3.10 Documentation

Drawings, design analyses, estimates, resume of utility loads, etc., which are submitted to the Government, shall be appropriately dated with the current date of the latest revision.

1.3.11 Photographs

The Contractor shall submit photographs showing, where possible, all field conditions influencing the design. The Contractor shall submit a narrative report detailing the general conditions and all special conditions for which it is impractical to submit specific photographs. Each photograph shall be specifically labeled to identify the subject and how it is applicable to the design. The report and photographs shall be organized by design discipline with each design submittal as required. The Government will return photographs submitted with the preliminary design submittal to the Contractor for use in subsequent submittals. Photographs are to be original prints or copies of such quality (size and clarity) to clearly show field conditions and verify quantity of work required. Digital photographs are preferred.

1.3.12 Consultant Coordination

The Contractor shall ensure copies of all instructions, manuals, ETLs, or other documents pertaining to the design requirements are furnished to consultants in order to ensure a completely coordinated design.

1.3.13 Design Conferences

It is anticipated that preliminary design review, and final design review conference(s) will be held for each task order that requires design. The Contractor shall be appropriately represented at each conference. The design instructions furnished at or prior to the conference form a part of this contract and the task order. The Contractor shall be responsible for taking notes and preparing the reports for all conferences after contract award. Conference/visit notes shall be prepared in typed form, signed by the Project Manager or Project Engineer, and the original furnished to the Savannah District office (within five days after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

- a. The date and place the conference was held with a list of attendees. The roster of attendees shall include name, organization, and telephone number.
- b. Written review comments presented by attendees shall be attached to each report with the conference action noted. Conference action shall be "A" for an approved comment, "D" for a disapproved comment, "W" for a comment that has been withdrawn, "N" for noted, and "E" for a comment that has an exception noted.
- c. Comments made during the conference, or decisions affecting criteria changes, must be coordinated with the Contracting Officer's Representative and recorded in the basic conference notes. The conference notes should document any augmentation of written comments.

1.3.14 Cost Estimates

The Contractor using the appropriate estimating tool based on the complexity of the project shall prepare construction cost estimates. For projects of high complexity, the MCACES estimating system shall be used. For projects of lesser complexity, the Contractor's in-house estimating system may be used. For projects with two or three disciplines, estimates prepared "by hand" may be used. The specific instructions prepared for each task order will specify the estimating system of choice. It is conceivable that the construction cost limit (CCL) of a project can change between the time the project is negotiated and the time final design is completed. The Contractor will be advised of all changes in the construction cost limit. A change in the CCL shall not categorically constitute a change in scope nor justify any change in the Contractor's fee. The Contractor is required to design the project at the full scope as indicated on the DD Form 1391 or by specific instructions in each task order as originally negotiated plus any changes incorporated by contract modification regardless of the fluctuation in the construction cost limit in accordance with FAR 52-236.22. At any time during the design process, should it become apparent to the Contractor that the construction cost of the project will exceed the amounts set forth in the specific instructions for each task order, he/she shall immediately provide written notice to the Contracting Officer.

1.3.15 Site Inspections

When making site inspection visits at the Installation, the necessary arrangements for such visits shall be made with the point of contact at the Installation, and keeping the Savannah District informed of scheduled dates. The Contractor is responsible for determining existing site conditions and coordinating the proposed new work with existing conditions and other proposed work. As-built drawings for typical facilities furnished the Contractor may not necessarily reflect the true existing conditions; therefore, each facility must be field checked and drawings revised to indicate the true existing conditions.

1.3.16 Authorized Changes

The Contractor shall accept instructions only from the Contracting Officer or his/her duly appointed representative; however, requests and desires of the using agency made directly to the Contractor shall be forwarded to the Contracting Officer or his/her duly appointed representative.

1.3.17 Verification of Design Conditions

Upon completion of each design, the Contractor shall review the design and correct the specifications, codes, etc. to assure the specifications are up to date. Any changes required in the design to conform to code or other criteria changes shall be reported to the Contracting Officer for consideration. Such design changes may be the basis for a contract modification if a change in the design is directed. The Contractor shall revisit the site, verify the field conditions on which the design is based, and advise the Contracting Officer of all changes in field conditions affecting the design and that the required verification is completed prior to the submittal of the corrected final design.

1.3.18 Submittals

Requirements for submittal packaging shall be outlined in the Specific Instructions for each task order that includes design to include a listing of review agencies with quantities of sets the Contractor is to provide for review by each agency.

1.3.19 Permits

The Contractor shall ensure that designs comply with all the requirements of the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the Safe Drinking Water Act. The Contractor shall, during final design and after consultation with the Installation Engineering staff, obtain necessary permits, licenses, and approvals from local, state, and federal authorities.

1.3.20 Ingress or Egress

Should it become necessary for the Contractor to secure the right of ingress and egress to accomplish any of the work required for the performance of various planning, survey, comprehensive interior design, and design services related to new construction, upgrade, improvement and repair on properties not owned or controlled by the Government, the Contractor shall secure the consent of the owner, his representative, or agent prior to entering the property.

1.3.21 Record of Discussions

The Contractor shall be required to provide a record of all discussions, verbal directions, telephone conversations, etc., participated in by the Contractor and/or his representatives on matters relative to this contract and the work.

1.3.22 Report of Field Visit

The Contractor shall submit a report of field visit each time a visit is made to an installation. In addition, for the purpose of accurate safety records, the Contractor will maintain a record and will report to the Contracting Officer by the 20th of each month, "exposure data" (total number of man-days spent at the installation) for the previous month. This applies to all fieldwork accomplished on Government property. The report of exposure data shall be made by letter.

1.3.23 Drawing Numbers

Drawing numbers will be assigned following the award of each task order.

1.3.24 Computerized Design Analysis

The Contractor is encouraged to use computer calculations as part of analysis whenever possible and should refer to the **SAS DM** and the Specific Instructions for additional information as to approved programs and the requirement for electronic media submittal. As a minimum, unless the programs are listed as approved, the Contractor shall provide:

- a. The name of the program.
- b. A description of the program: This description must be sufficient to verify the validity of methods, assumptions, theories, and formulas, but does not require source code documentation or other information that would compromise the proprietary rights. The Contractor is responsible for verifying the results of programs and that programs are used correctly.
- c. A benchmark run validating the program that includes both a computer analysis and hand analysis of a typical or representative problem.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

The **SAS DM** provides detailed guidance for preparation of all work under this contract. Unless otherwise indicated, all designs shall be developed using MicroStation CADD technology and SPECSINTACT software for contract specifications. Anticipated services required under this contract are as follows:

3.1 STUDIES/REPORTS

The Contractor shall prepare and submit studies/reports (engineering, life cycle cost analyses, etc.) in accordance with additional specific instructions provided within task orders.

3.2 PRELIMINARY DESIGN AND SUBMITTAL

The Contractor shall prepare and submit for approval the drawings, written descriptions, design analyses, cost estimate, and other related and supporting documents as are more fully specified in the **SAS DM**, Volume II, Chapters A-1 Through A-12 and Chapters B-1 and B-2. The Contractor shall incorporate preliminary design review comments as a part of completing the Preliminary Design submittal.

3.3 FINAL DESIGN AND SUBMITTALS

The Contractor shall prepare in accordance with Government standards, the detailed working drawings and specifications necessary for the effective coordination and efficient execution of the construction work, together with such design analyses, cost estimate, quantity take-off, unit price schedules, and other related and supporting documentation as are more fully specified in the **SAS DM**, Volume II, Chapters A-1 Through A-12 and Chapters B-1 and B-2. This includes incorporation of comments from the final design review. The Contractor at no additional expense to the Government shall correct items of noncompliance, and corrections shall be made within the time allowed by established design and bidding schedules. This includes travel by the Contractor to Savannah District during reproduction of the bid documents to review discrepancies. Workstations in the Savannah District will not be available for Contractor use.

3.3.1 Submittal Register

The Contractor shall prepare the submittal register listing all contractor submittals required in the contract specifications. The Submittal Register Form (ENG Form 4288) shall be developed using the SPECSINTACT software. Using the ENG Form 4288 Submittal Register, the Contractor shall develop a list of submittal items requiring Designer ("ED" Savannah District Engineering Division or "AE" (Architect-Engineer) level review.

3.3.2 Contract Documents

The corrected final design shall constitute the construction contract documents. The Contractor shall submit an electronic copy of the plans and specifications, one original copy of the plans on vellum, one original single-sided copy of the specifications on bond paper (unbound), and one original single-sided copy of the cost estimate on bond paper. If an MCACES estimate is prepared, an electronic copy of the estimate shall be submitted as part of the corrected final design.

3.4 AS-BUILT DRAWINGS (INITIAL)

The Contractor shall survey existing facility conditions and update existing architectural and engineering drawings to reflect current conditions. The as-built drawings shall be created using Computer Aided Design and Drafting (CADD) technology. The Contractor shall provide, as a final product, the as-built drawing files in MicroStation software in use by the Savannah District at the time of contract award. The drawing files may require translation to a format compatible with the installation's file system. If required, this shall be specified with each task order.

3.5 ARCHITECTURAL RENDERINGS

The Contractor shall provide one original and two full sized color photos of the final color rendering. The full size renderings (original and

photos) shall be framed and matted. The rendering shall be double matted as follows: upper matte sheet shall be a neutral color with a lower sheet of contrasting and complementary color. The frame shall be a standard aluminum type frame. The matte, frame, and rendering shall be color coordinated.

3.5.1 Perspective Sketch

The Contractor shall provide for approval, a single line perspective sketch showing the three dimensional aspects of the facility with emphasis on the main building features. The perspective sketch must be a minimum of 8 X 10 inches, and illustrate the view planned for the final color rendering. The Contractor shall include a sample indicating the type of rendering technique proposed for the final perspective. The Contractor shall select the horizon line and viewing point to best present the facility's character. Generally, a normal eye level view is preferred for single building projects, and an aerial view should be used for multiple building complexes. A professional architectural illustrator showing the view approved from the single line perspective shall prepare the rendering. Details should be appropriate for the military installation (e.g., correct portrayal of personnel and uniforms).

3.5.2 Size

The rendering size shall be appropriately apportioned to illustrate the facility shape, color, patterns of exterior materials, and site development features. The minimum size, as determined by adding the vertical and horizontal dimensions of the rendering (without matte) shall be 42 inches. Non-glare plastic glazing is required. Titles shall be scaled appropriately and included as part of the matte design. Titles shall identify only the project name, installation, and A-E firm.

3.5.3 Slides and Negatives

The Contractor shall provide three mounted 35mm color slides and a photo negative (minimum 35mm) of the final rendering.

3.6 INTERIOR DESIGN

Development of a comprehensive interior design package shall be in accordance with [SAS DM](#).

3.7 TOPOGRAPHIC SURVEY

Complete requirements are detailed in the [SAS DM](#), Volume II, Chapter A-1.

3.8 SUBSURFACE INVESTIGATION

Complete requirements are detailed in the [SAS DM](#), Volume II, Chapter B-1. If included in the task order, the Contractor shall complete SAS Form 363 for each structure and return them to the Chief, Geotechnical and HTRW Branch. Early receipt of this document will expedite completion of the foundation design analysis report. Any change in siting or changes to the basic information furnished in SAS Form 363 shall be reported immediately as these changes will likely affect the foundation analysis.

3.9 DESIGN FOR THE PHYSICALLY HANDICAPPED

In accordance with Public Law 90-480, the facility shall be designed for

use by the physically handicapped. The Uniform Federal Accessibility Standards published in the Federal Register in August 7, 1984, (49FR 31528) covers applicable criteria. If provisions for the handicapped are not included, specific reasons for exemption will be furnished.

3.10 COLOR BOARDS

The Contractor shall provide two sets of color/finish boards giving two distinct options, from which one scheme shall be selected by the Installation. The Contractor shall submit the color boards in a 3-ring binder format. Floor plans and elevations shall be included in this document. The Contractor shall submit three copies of the approved color boards with the corrected final design submittal. Finishes shall conform to the Installation's Design Guide.

3.11 ASBESTOS/LEAD BASED PAINT IDENTIFICATION AND REMOVAL

Complete requirements are detailed in the [SAS DM](#).

3.12 DD FORM 1354

The Contractor shall submit with the final design a draft DD Form 1354, Transfer and Acceptance of Military Real Property. Instructions and an example of the completed form can be found in the [SAS DM](#).

3.13 OTHER A-E SERVICES

The contractor shall complete other types of services related to military or federal facilities that may be identified during the life of the contract.

-- End of Section --

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SECTION 01 32 01.00 10

PROJECT SCHEDULE
08/08

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.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ECB 2005-10 (2005) Scheduling Requirements for Testing
of Mechanical Systems in Construction

ER 1-1-11 (1995) Progress, Schedules, and Network
Analysis Systems

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Project Schedule; G

1.3 QUALITY ASSURANCE

Designate an authorized representative to be responsible for the preparation of the schedule and all required updating (activity status) and preparation of reports. The authorized representative shall be experienced in scheduling projects and shall be experienced in the use of the scheduling software that meets the requirements of this specification.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Prepare for approval a Project Schedule, as specified herein, pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS. Show in the schedule the sequence in which the Contractor proposes to perform the work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project, including the design and construction sequences, is required. The scheduling of construction is the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. Provide a schedule that is a forward planning as well as a project monitoring tool.

3.1.1 Approved Project Schedule

Use the approved Project Schedule to measure the progress of the work and to aid in evaluating time extensions. Make the schedule cost loaded and activity coded. The schedule will provide the basis for all progress payments. If the Contractor fails to submit any schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

3.1.2 Schedule Status Reports

Provide a Schedule Status Report on at least a monthly basis. 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 as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

3.1.3 Default Terms

Failure of the Contractor to comply with the requirements of the Contracting Officer 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 the contract.

3.2 BASIS FOR PAYMENT AND COST LOADING

Use the schedule as the basis for determining contract earnings during each update period and therefore the amount of each progress payment. Lack of an approved schedule update, or qualified scheduling personnel, will result in the inability of the Contracting Officer to evaluate contract earned value for the purposes of payment. Failure of the Contractor to provide all required information will result in the disapproval of the preliminary, initial and subsequent schedule updates. In the event schedule revisions are directed by the Contracting Officer and those revisions have not been included in subsequent revisions or updates, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until such revisions to the Project Schedule have been made. Activity cost loading shall be reasonable, as determined by the Contracting Officer. The aggregate value of all activities coded to a contract CLIN shall equal the value of the CLIN on the Schedule.

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

The computer software system utilized to produce and update the Project Schedule shall be capable of meeting all requirements of this specification. Failure of the Contractor to meet the requirements of this specification will result in the disapproval of the schedule.

3.3.1 Critical Path Method

Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule. Prepare the Project Schedule using the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

Develop the Project Schedule to an appropriate level of detail. Failure to develop the Project Schedule to an appropriate level of detail, as determined by the Contracting Officer, will result in its disapproval. The Contracting Officer will consider, but is not limited to, the following characteristics and requirements to determine appropriate level of detail:

3.3.2.1 Activity Durations

Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities shall have Original Durations (OD) greater than 20 work days or 30 calendar days. Procurement activities are defined herein.

3.3.2.2 Procurement Activities

The schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver.

3.3.2.3 Mandatory Tasks

The following tasks must be included and properly scheduled:

- a. Submission, review and acceptance of design packages.
- b. Submission of mechanical/electrical/information systems layout drawings.
- c. Submission and approval of O & M manuals.
- d. Submission and approval of as-built drawings.
- e. Submission and approval of 1354 data and installed equipment lists.
- f. Submission and approval of testing and air balance (TAB).
- g. Submission of TAB specialist design review report.
- h. Submission and approval of fire protection specialist.
- i. Submission and approval of testing and balancing of HVAC plus commissioning plans and data. Develop the schedule logic associated with testing and commissioning of mechanical systems to a level of detail consistent with [ECB 2005-10](#).
- j. Air and water balancing.

- k. HVAC commissioning.
- l. Controls testing plan submission.
- m. Controls testing.
- n. Performance Verification testing.
- o. Other systems testing, if required.
- p. Contractor's pre-final inspection.
- q. Correction of punchlist from Contractor's pre-final inspection.
- r. Government's pre-final inspection.
- s. Correction of punch list from Government's pre-final inspection.
- t. Final inspection.

3.3.2.4 Government Activities

Show Government and other agency activities that could impact progress. These activities include, but are not limited to: [approvals](#), environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Activity Responsibility Coding (RESP)

Assign responsibility Code for all activities to the Prime Contractor, Subcontractor or Government agency responsible for performing the activity. Activities coded with a Government Responsibility code include, but are not limited to: Government approvals, Government design reviews, environmental permit approvals by State regulators, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements. Code all activities not coded with a Government Responsibility Code to the Prime Contractor or Subcontractor responsible to perform the work. Activities shall not have more than one Responsibility Code. Examples of acceptable activity code values are: DOR (for the designer of record); ELEC (for the electrical subcontractor); MECH (for the mechanical subcontractor); and GOVT (for USACE). Unacceptable code values are abbreviations of the names of subcontractors.

3.3.2.6 Activity Work Area Coding

Assign Work Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew, from working in more than one work area at a time due to restraints on resources or space. Examples of Work Area Coding include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities shall not have more than one Work Area Code. Not all activities are required to be Work Area coded. A lack of Work Area coding will indicate the activity is not resource or space constrained.

3.3.2.7 Contract Changes/Requests for Equitable Adjustment (REA) Coding (MODF)

Assign Activity code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved by the Contracting Officer, with a Contract Changes/REA Code. Key all Code values to the Government's modification numbering system. Any activity or sequence of activities added to the schedule as a result of alleged constructive changes made by the Government may be added to a copy of the current schedule, subject to the approval of the Contracting Officer. Assign Activity codes for these activities with a Contract Changes/REA Code. Key the code values to the Contractor's numbering system. Approval to add these activities does not necessarily mean the Government accepts responsibility and, therefore, liability for such activities and any associated impacts to the schedule, but rather the Government recognizes such activities are appropriately added to the schedule for the purposes of maintaining a realistic and meaningful schedule. Such activities shall not be Responsibility Coded to the Government unless approved. An activity shall not have more than one Contract Changes/REA Code.

3.3.2.8 Contract Line Item (CLIN) Coding (BIDI)

Code all activities to the CLIN on the Contract Line Item Schedule to which the activity belongs. An activity shall not contain more than one CLIN Item Code. CLIN Item code all activities, even when an activity is not cost loaded.

3.3.2.9 Phase of Work Coding (PHAS)

Assign Phase of Work Code to all activities based upon the phase of work in which the activity occurs. Code activities to a [Construction Phase](#). Code fast track [construction](#) phases proposed by the Contractor to allow filtering and organizing the schedule by fast track design and construction packages. If the contract specifies construction phasing with separately defined performance periods, identify a Construction Phase Code to allow filtering and organizing the schedule accordingly. Each activity shall be identified with a single project phase and have only one Phase of Work code.

3.3.2.10 Category of Work Coding (CATW)

Assign Category of Work Code to all Activities based upon the category of work to which the activity belongs. Category of Work Code must include, but is not limited to: review conferences, permits, [construction submittal](#) approvals, Acceptance, Procurement, Fabrication, Delivery, Weather Sensitive Installation, Non-Weather Sensitive Installation, Start-Up, Test and Turnover. Assign a Category of Work Code to each activity. Each activity shall have only one Category of Work Code.

3.3.2.11 Definable Features of Work Coding (FOW1, FOW2, FOW3)

Assign a Definable Feature of Work Code to appropriate activities based on the definable feature of work to which the activity belongs. Definable Feature of Work is defined in Specification Section [01 45 01](#) USACE QUALITY CONTROL. An activity shall not have more than one Definable Feature of Work Code. Not all activities are required to be Definable Feature of Work Coded.

3.3.3 Scheduled Project Completion and Activity Calendars

The schedule interval shall extend from NTP date to the required contract completion date. The contract completion activity (End Project) shall finish based on the required contract duration in the accepted contract proposal, as adjusted for any approved contract time extensions. The first scheduled work period shall be the day after NTP is received by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a 7 day calendar when the contract assigns calendar day durations for the activity such as a Government Acceptance activity. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified including weekends and holidays. Assign the Category of Work Code - Weather Sensitive Installation to those activities that are weather sensitive. Original durations must account for anticipated normal adverse weather. The Government will interpret all work periods not identified as non-work periods on each calendar as meaning the Contractor intends to perform work during those periods.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. Include as the first activity in the project schedule an activity called "Start Project" (or NTP). The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Schedule Constraints and Open Ended Logic

Constrain completion of the last activity in the schedule by the contract completion date. Schedule calculations shall result in a negative float when the calculated early finish date of the last activity is later than the contract completion date. Include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the contract completion date for the project, and with a zero day duration or by using the "project must finish by" date in the scheduling software. The schedule shall have no constrained dates other than those specified in the contract. The use of artificial float constraints such as "zero fee float" or "zero total float" are typically prohibited. There shall only be 2 open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.

3.3.3.3 Early Project Completion

In the event the Preliminary or Initial project schedule calculates an early completion date of the last activity prior to the contract completion date, the Contractor shall identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. The last activity shall have a late finish constraint equal to the contract completion date and the schedule will calculate positive float. The Government will not approve an early completion schedule with zero float on the longest path. The Government is under no obligation to accelerate activities for which it is responsible to support a proposed early contract completion.

3.3.4 Interim Completion Dates

Constrain contractually specified interim completion dates to show negative float when the calculated early finish date of the last activity in that phase is later than the specified interim completion date.

3.3.4.1 Start Phase

Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

Include as the last activity for a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the specified completion date for that phase and a zero day duration.

3.3.4.3 Phase "X" Hammock

Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" hammock activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Do not automatically update Actual Start and Finish dates with default mechanisms that may be included in the scheduling software. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the AS and AF dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's updated schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Disable program features which calculate one of these parameters from the other.

3.3.6 Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the Contracting Officer. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the Contracting Officer.

3.3.7 Negative Lags and Start to Finish Relationships

Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish (SF) relationships.

3.3.8 Calculation Mode

Schedule calculations shall retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") will not be allowed.

3.3.9 Milestones

The schedule must include milestone activities for each significant project event including but not limited to: milestone activities for each fast track design package released for construction; design complete; foundation/substructure construction complete; superstructure construction complete; building dry-in or enclosure complete to allow the initiation of finish activities; permanent power complete; and building systems commissioning complete.

3.4 PROJECT SCHEDULE SUBMISSIONS

Provide the submissions as described below. The data CD, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

Submit the Preliminary Project Schedule, defining the Contractor's planned operations for the first 90 calendar days for approval within 15 calendar days after the NTP is acknowledged. The approved Preliminary Project Schedule will be used for payment purposes not to exceed 90 calendar days after NTP. Completely cost load the Preliminary Project Schedule to balance the contract award CLINS shown on the Price Schedule. Detail it for the first 90 calendar days. It may be summary in nature for the remaining performance period. It must be early start and late finish constrained and logically tied as previously specified. The Preliminary Project Schedule forms the basis for the Initial Project Schedule specified herein and must include all of the required Plan and Program preparations, submissions and approvals identified in the contract (for example, Quality Control Plan, Safety Plan, and Environmental Protection Plan) as well as design activities, the planned submissions of all early design packages, permitting activities, design review conference activities and other non-construction activities intended to occur within the first 90 calendar days. Schedule any construction activities planned for the first 90 calendar days after NTP. Constrain planned construction activities by Government acceptance of the associated design package(s) and all other specified Program and Plan approvals. Activity code any activities that are summary in nature after the first 90 calendar days with Responsibility Code (RESP) and Feature of Work code (FOW1, FOW2, FOW3).

3.4.2 Initial Project Schedule Submission

Submit the Initial Project Schedule for approval within 42 calendar days after NTP. The schedule shall demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. The Initial Schedule shall be at a reasonable level of detail as determined by the Contracting Officer.

3.4.3 Design Package Schedule Submission

With each design package submitted to the Government, submit a frag-net schedule extracted from the then current Preliminary, Initial or Updated schedule which covers the activities associated with that Design Package including construction, procurement and permitting activities.

3.4.4 Periodic Schedule Updates

Based on the result of the meeting, specified in PERIODIC SCHEDULE UPDATE MEETINGS, submit periodic schedule updates. These submissions will enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.5 Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in [ER 1-1-11](#), Appendix A. This exact structure is mandatory, even if some fields are not used. A template SDEF compatible schedule backup file (sdef.prx) is available on the QCS website: www.rmssupport.com. The SDEF format is as follows:

Field	Activity Code	Length	Description
1	WRKP	3	Workers per Day
2	RESP	4	Responsible Party (e.g. GC, subcontractor, USACE)
3	AREA	4	Area of Work
4	MODF	6	Modification or REA number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of Work
7	CATW	1	Category of Work
8	FOW1	10	Feature of Work (used up to 10 characters in length)
9	FOW2	10	Feature of Work (used up to 20 characters in length)
10	FOW3	10	Feature of Work (used up to 30 characters in length)

3.5 SUBMISSION REQUIREMENTS

Submit the following items for the Preliminary Schedule, Initial Schedule, and every Periodic Schedule Update throughout the life of the project:

3.5.1 Data CD's

Provide two sets of data CD's containing the project schedule in the backup format. Each CD shall also contain all previous update backup files. File medium shall be CD. Label each CD indicating the type of schedule (Preliminary, Initial, Update), full contract number, Data Date and file name. Each schedule shall have a unique file name as determined by the Contractor.

3.5.2 Narrative Report

Provide a Narrative Report with the Preliminary, Initial, and each Periodic Update of the project schedule, as the basis of the progress payment request. The Narrative Report shall include: a description of activities

along the 2 most critical paths where the total float is less than or equal to 20 work days, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to communicate to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis. Identify and explain why any activities that, based their calculated late dates, should have either started or finished during the update period but did not.

3.5.3 Approved Changes Verification

Include only those project schedule changes in the schedule submission that have been previously approved by the Contracting Officer. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format, filtering, organizing and sorting for each schedule report shall be as directed by the Contracting Officer. Typically reports shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. The following lists typical reports that will be requested. One or all of these reports may be requested for each schedule submission.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of detailed predecessor and successor activities for every activity in ascending order by activity number.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

3.5.4.4 Earnings Report by CLIN

A compilation of the Contractor's Total Earnings on the project from the NTP to the data date. This report shall reflect the earnings of specific activities based on the agreements made in the schedule update meeting defined herein. Provided that the Contractor has furnished a complete schedule update, this report shall serve as the basis of determining progress payments. Group activities by CLIN item number and sort by activity number. This report shall: sum all activities coded to a particular CLIN and provide a CLIN item percent earned value; and complete and sum CLIN items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram is required for the Preliminary, Initial and Periodic Updates. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. Show the activity number, description, duration, and estimated earned value on the diagram.

3.5.5.2 Project Milestone Dates

Show dates on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

Clearly show the critical path.

3.5.5.4 Banding

Organize activities as directed to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC SCHEDULE UPDATE MEETINGS

Conduct periodic schedule update meetings for the purposes of reviewing the Contractor's proposed out of sequence corrections, determining causes for delay, correcting logic, maintaining schedule accuracy and determining earned value. Meetings shall occur at least monthly within five days of the proposed schedule data date and after the Contractor has updated the schedule with Government concurrence respecting actual start dates, actual finish dates, remaining durations and percent complete for each activity it intend to status. Provide a computer with the scheduling software loaded and a projector during the meeting which allows all meeting participants to view the proposed schedule update during the meeting. The meeting and resultant approvable schedule update shall be a condition precedent to a formal submission of the update as described in SUBMISSION REQUIREMENTS and to the submission of an invoice for payment. The meeting will be a working interactive exchange which will allow the Government and the Contractor the opportunity to review the updated schedule on a real time and interactive basis. The Contractor's authorized scheduling representative will organize, sort, filter and schedule the update as requested by the Government. The meeting will last no longer than 8 hours. A rough draft of the proposed activity logic corrections and narrative report shall be provided to the Government 48 hours in advance of the meeting. The Contractor's Project Manager and Authorized Scheduler shall attend the meeting with the Authorized Representative of the Contracting Officer.

3.6.1 Update Submission Following Progress Meeting

Submit a complete update of the project schedule containing all approved progress, revisions, and adjustments, pursuant to paragraph SUBMISSION REQUIREMENTS not later than 4 working days after the periodic schedule update meeting, reflecting only those changes made during the previous update meeting.

3.6.2 Status of Activities

Update information, including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete shall be subject to the approval of the Government prior to the meeting. As a minimum, address the following items on an activity by activity basis during each progress meeting.

3.6.2.1 Start and Finish Dates

Accurately show the status of the AS and/or AF dates for each activity currently in-progress or completed since the last update. The Government may allow an AF date to be assigned with the percent complete less than 100% to account for the value of work remaining but not restraining successor activities. Only assign AS dates when actual progress occurs on an activity.

3.6.2.2 Remaining Duration

Update the estimated RD for all incomplete activities independent of Percent Complete. Remaining Durations may exceed the activity OD or may exceed the activity's prior update RD if the Government considers the current OD or RD to be understated based on current progress, insufficient work crews actually manning the job, unrealistic OD or deficiencies that must be corrected that restrain successor activities.

3.6.2.3 Percent Complete

Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete. To allow for proper schedule management, cost load the correction of punch list from Government pre-final inspection activity(ies) not less than 1 percent of the total contract value, which activity(ies) may be declared 100 percent complete upon completion and correction of all punch list work identified during Government pre-final inspection(s).

3.6.2.4 Logic Changes

Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions. The Government will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.

3.6.2.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule that does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor believes it is entitled to an extension of the contract performance period, completion date, or any interim milestone date, furnish the following for a determination by the Contracting Officer: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is a condition precedent to any approvals by the Government. In response to each Request For Proposal issued by the Government, the Contractor shall submit a schedule impact analysis demonstrating whether or not the change contemplated by the Government impacts the critical path.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay, will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

3.7.2 Submission Requirements

Submit a justification for each request for a change in the contract completion date of less than 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Identify activities impacted in each justification for change by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

The Contracting Officer may request an interim update with revised activities for any requested time extension of over 2 weeks. Provide this

disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The Contracting Officer will approve proposed revisions to the schedule prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 WEEKLY PROGRESS MEETINGS

a. The Government and the Contractor shall meet weekly (or as otherwise mutually agreed to) between the meetings described in paragraph PERIODIC SCHEDULE UPDATE MEETINGS for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The Contractor's Project Manager and the Authorized Representative of the Contracting Officer shall attend. The weekly progress meeting will address the status of RFI's, RFP's and Submittals.

b. Provide a bar chart produced by the scheduling software, organized by Total Float and Sorted by Early Start Date, and a two week "look-ahead" schedule by filtering all schedule activities to show only current ongoing activities and activities scheduled to start during the upcoming two weeks, organized by Work Area Code (AREA) and sorted by Early Start Date.

c. The Government and the Contractor shall jointly review the reports. If it appears that activities on the longest path(s) which are currently driving the calculated completion date (driving activities), are not progressing satisfactorily and therefore could jeopardize timely project completion, corrective action must be taken immediately. Corrective action includes but is not limited to: increasing the number of work crews; increasing the number of work shifts; increasing the number of hours worked per shift; and determining if Government responsibility coded activities require Government corrective action.

3.10 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.11 TRANSFER OF SCHEDULE DATA INTO RMS/QCS

The Contractor shall download and upload the schedule data into the Resident Management System (RMS) prior to RMS databases being transferred to the Government and is considered to be additional supporting data in a form and detail required by the Contracting Officer pursuant to FAR 52.232-5 - Payments under Fixed-Price Construction Contracts. The receipt of a proper payment request pursuant to FAR 52.232-27 - Prompt Payment for Construction Contracts is contingent upon the Government receiving both acceptable and approvable hard copies and electronic export from QCS of the application for progress payment.

-- End of Section --

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SECTION 01 33 00

SUBMITTAL PROCEDURES

02/09

PART 1 GENERAL

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Contractor's Quality Control (CQC) System Manager and the Designer of Record, if applicable, to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations samples remaining upon completion of the work.

1.1 DEFINITIONS

1.1.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

[SD-01 Preconstruction Submittals](#)

Submittals which are required prior to a notice to proceed commencing work on site. Submittals required prior to the start of the next major phase of the construction on a multi-phase contract. Schedules or tabular list of data or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work, submitted prior to contract notice to proceed or next major phase of construction.

Certificates of insurance
Surety bonds
List of proposed subcontractors
List of proposed products
Construction Progress Schedule
Network Analysis Schedule (NAS)
Submittal register

Schedule of prices
Health and safety plan
Work plan
Quality control (QC) plan
Environmental protection plan

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

Design submittals, design substantiation submittals and extensions of design submittals.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance

and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.1.2 Approving Authority

Office or designated person authorized to approve submittal.

1.1.3 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor QC approval.] [for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] Submit the following in accordance with this section.

SD-01 Preconstruction Submittals

Submittal register[; G][; G, [____]]

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Designer of Record Approved (DA)

Designer of Record (DOR) approval is required for extensions of design, critical materials, any deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." Contractor to provide the Government with the number of copies designated hereinafter of all DOR approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation, Accepted Proposal and the completed design. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below. Design submittals to be in accordance with Section [____] DESIGN AFTER AWARD. Generally, design submittals should be identified as SD-05 Design Data submittals.

1.3.2 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Government approval is required for any deviations from the Solicitation or Accepted Proposal and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.3.3 Government Conformance Review of Design (CR)

The Government will review all intermediate and final design submittals for conformance with the technical requirements of the solicitation. Section [_____] DESIGN AFTER AWARD covers the design submittal and review process in detail. Review will be only for conformance with the applicable codes, standards and contract requirements. Design data includes the design documents described in Section [_____] DESIGN AFTER AWARD. Generally, design submittals should be identified as SD-05 Design Data submittals.

1.3.4 Designer of Record Approved/Government Conformance Review (DA/CR)

1.3.4.1 Deviations to the Accepted Design

Designer of Record approval and the Government's concurrence are required for any proposed deviation from the accepted design which still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings." If necessary to facilitate the project schedule, the Contractor and the DOR may discuss a submittal proposing a deviation with the Contracting Officer's Representative prior to officially submitting it to the Government. However, the Government reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the Government will not formally agree to or provide a preliminary opinion on any deviation without the DOR's approval or recommended approval. The Government reserves the right to non-concur with any deviation from the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

1.3.4.2 Substitutions

Unless prohibited or provided for otherwise elsewhere in the Contract, where the accepted contract proposal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, and the Contractor desires to substitute manufacturer or model after award, submit a requested substitution for Government concurrence. Include substantiation, identifying information and the DOR's approval, as meeting the contract requirements and that it is equal in function, performance, quality and salient features to that in the accepted contract proposal.

1.3.5 Designer of Record Approved/Government Approved (DA/GA)

In addition to the above stated requirements for proposed deviations to the accepted design, both Designer of Record and Government Approval and, where applicable, a contract modification are required before the Contractor is

authorized to proceed with material acquisition or installation for any proposed deviation to the contract (the solicitation and/or the accepted proposal), which constitutes a change to the contract terms. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings". The Government reserves the right to accept or reject any such proposed deviation at its discretion.

1.3.6 Information Only

Submittals not requiring Government approval will be for information only. For Design-build construction all submittals not requiring Designer of Record or Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.4 FORWARDING SUBMITTALS REQUIRING GOVERNMENT APPROVAL

1.4.1 Submittals Required from the Contractor

As soon as practicable after award of contract, and before procurement of fabrication, forward to the [Commander, NAVFAC Atlantic, Code CI4A1, 6506 Hampton Boulevard, Norfolk, Virginia, 23508-1278] [Architect-Engineer: [____],] submittals required in the technical sections of this specification, including shop drawings, product data and samples. One copy of the transmittal form for all submittals shall be forwarded to the Resident Officer in Charge of Construction.

[The Architect-Engineer for this project] [NAVFAC Atlantic] will review and approve for the Contracting Officer those submittals reserved for Contracting Officer approval to verify submittals comply with the contract requirements.

1.4.1.1 O&M Data

[The Architect-Engineer for this project] [NAVFAC Atlantic] will review and approve for the Contracting Officer O&M Data to verify the submittals comply with the contract requirements; submit data specified for a given item within 30 calendar days after the item is delivered to the contract site.

- a. In the event the Contractor fails to deliver O&M Data within the time limits specified, the Contracting Officer may withhold from progress payments 50 percent of the price of the item with which such O&M Data are applicable.

[1.4.1.2 Submittals Reserved for NAVFAC Atlantic Approval

As an exception to the standard submittal procedure specified above, submit the following to the Commander, NAVFAC Atlantic, Code CI4A1, 6506 Hampton Blvd, Norfolk, VA 23508-1278:

- [a. Section [____], "[____]": Pile driving records]
- [b. Section [____], "[____]": All fire protection system submittals]
- [c. Section [____], "[____]": All fire alarm system submittals]

- [d. Section 23 09 53.00 20 SPACE TEMPERATURE CONTROL SYSTEMS: SD-06 field test report submittals]
- [e. Section 23 09 23.13 20 BACnet DIRECT DIGITAL CONTROL SYSTEMS FOR HVAC: SD-06 field test report submittals]
- [f. Section 23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC: All submittals]
- [g. Section 23 08 01.00 20 TESTING INDUSTRIAL VENTILATION SYSTEMS: All submittals]
- [h. Section 26 12 19.10 THREE-PHASE PAD-MOUNTED TRANSFORMERS: All submittals]
- [i. Section 26 12 19.20 SINGLE-PHASE PAD-MOUNTED TRANSFORMERS: All submittals]
- [j. Section 33 71 01 OVERHEAD TRANSMISSION AND DISTRIBUTION: Transformer submittals]
- [k. Section 26 11 16 SECONDARY UNIT SUBSTATIONS: Transformer submittals]
- [l. Section 26 11 13.00 20 PRIMARY UNIT SUBSTATION: Transformer submittals]

] [1.4.1.3 Overseas Shop Drawing Submittals

All submittals shall be sent via overnight express mail service. All costs associated with the overnight express mail service shall be borne by the construction Contractor. Costs associated with the overnight express mail of submittals related to proposed submittal variances of resubmittals necessary as a result of noncompliant or incomplete Contractor submittals shall be the responsibility of the Contractor.

] 1.5 PREPARATION

1.5.1 Transmittal Form

[Transmit each submittal, except sample installations and sample panels to office of [approving authority]. Transmit submittals with transmittal form prescribed by Contracting [Officer] [Administrator] and standard for project. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample[s] [installations] [panels].]

[Use the attached sample transmittal form (ENG Form 4025) for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms [will be furnished to the Contractor] [are included in the QCS software that the Contractor is required to use for this contract]. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.]

1.5.2 Identifying Submittals

When submittals are provided by a Subcontractor, the Prime Contractor is to prepare, review and stamp with Contractor's approval all specified submittals prior to submitting for Government approval.

Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Construction contract number.
- c. Date of the drawings and revisions.
- d. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
- e. Section number of the specification section by which submittal is required.
- f. Submittal description (SD) number of each component of submittal.
- g. When a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission.
- h. Product identification and location in project.

1.5.3 Format for SD-02 Shop Drawings

- a. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
- b. Present A4 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
- d. Number drawings in a logical sequence. [Contractors may use their own number system.] Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.
- e. Reserve a blank space, no smaller than [_____] inches on the right hand side of each sheet for the Government disposition stamp.
- f. Dimension drawings, except diagrams and schematic drawings;

prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

- g. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

1.5.4 Format of SD-03 Product Data and SD-08 Manufacturer's Instructions

- a. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
- b. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
- c. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of SD-07 Certificates.
- d. Provide product data in metric dimensions. Where product data are included in preprinted catalogs with English units only, submit metric dimensions on separate sheet.
- e. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, submit as specified for SD-07 Certificates.
- f. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.
- g. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will [not] be accepted for expedition of construction effort.
- h. Submit manufacturer's instructions prior to installation.

1.5.5 Format of SD-04 Samples

- a. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:
 - (1) Sample of Equipment or Device: Full size.
 - (2) Sample of Materials Less Than 2 by 3 inches: Built up to A4 8 1/2 by 11 inches.
 - (3) Sample of Materials Exceeding A4 8 1/2 by 11 inches: Cut down to A4 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
 - (4) Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
 - (5) Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
 - (6) Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.
 - (7) Sample Panel: 4 by 4 feet.
 - (8) Sample Installation: 100 square feet.
- b. Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.
- c. Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at time of use.
- d. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean up of project.
- e. When color, texture or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.5.6 Format of SD-05 Design Data and SD-07 Certificates

Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.

1.5.7 Format of SD-06 Test Reports and SD-09 Manufacturer's Field Reports

- a. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
- b. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.

1.5.8 Format of SD-10 Operation and Maintenance Data (O&M)

Comply with the requirements specified in Section 01 78 23
OPERATION AND MAINTENANCE DATA for O&M Data format.

1.5.9 Format of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

- a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.
- b. Provide all dimensions in administrative submittals in metric. Where data are included in preprinted material with English units only, submit metric dimensions on separate sheet.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of Copies of SD-02 Shop Drawings

Submit [six] [_____] copies of submittals of shop drawings requiring review and approval only by QC organization and [seven] [_____] copies of shop drawings requiring review and approval by Contracting Officer.

1.6.2 Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions

Submit in compliance with quantity requirements specified for shop drawings.

1.6.3 Number of Samples SD-04 Samples

- a. Submit [two] [_____] samples, or [two] [_____] sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to Contractor.
- b. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

1.6.4 Number of Copies SD-05 Design Data and SD-07 Certificates

Submit in compliance with quantity requirements specified for shop drawings.

1.6.5 Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.6.6 Number of Copies of SD-10 Operation and Maintenance Data

Submit [Five][three][_____] copies of O&M Data to the Contracting Officer for review and approval.

1.6.7 Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

Unless otherwise specified, submit [two][three] sets of administrative submittals.

1.7 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe. For design-build construction the Government will retain [_____] copies of information only submittals.

1.8 VARIATIONS / SUBSTITUTION REQUESTS

Variations from contract requirements require Government approval pursuant to contract Clause FAR 52.236-21 and will be considered where advantageous to Government.

1.8.1 Considering Variations

Discussion with Contracting Officer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

1.8.2 Proposing Variations

When proposing variation, deliver written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for

the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025 for submittals which include proposed deviations requested by the Contractor. Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.8.3 Warranting That Variations Are Compatible

When delivering a variation for approval, Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.8.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of [10] [_____] working days will be allowed for consideration by the Government of submittals with variations.

1.9 SUBMITTAL REGISTER [AND DATABASE]

Prepare and maintain submittal register, as the work progresses. [Use electronic submittal register program furnished by the Government or any other format.] Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 01.10 USACE QUALITY CONTROL SYSTEM (QCS). [The Government will provide the initial submittal register][in electronic format][with the following fields completed, to the extent that will be required by the Government during subsequent usage.]

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal.

The database and submittal management program will be furnished to Contractor on a Writable Compact Disk (CD-R), for operation on Windows based personal computer.

[Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.]

The Designer of Record shall develop a complete list of submittals during design and identify required submittals in the specifications, and use the list to prepare the Submittal Register. The list may not be all inclusive and additional submittals may be required by other parts of the contract. The Contractor is required to complete the submittal register and submit it to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period. Coordinate the submit dates and need dates with dates in the Contractor prepared progress schedule. Submit monthly or until all submittals have been satisfactorily completed, updates to the submittal register showing the Contractor action codes and actual dates with Government action codes. Revise the submittal register when the progress schedule is revised and submit both for approval.

1.9.1 Use of Submittal Register

Submit submittal register[as an electronic database, using submittals management program furnished to Contractor]. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register [database] submitted with the QC plan and the project schedule:

[Column (a) Activity Number: Activity number from the project schedule.]

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

[Column (h) Contractor Approval Date: Date Contractor needs approval of submittal.]

[Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.]

1.9.2 Contractor Use of Submittal Register

Update the following fields[in the Government-furnished submittal register program or equivalent fields in program utilized by Contractor] with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.9.3 Approving Authority Use of Submittal Register

Update the following fields[in the Government-furnished submittal register program or equivalent fields in program utilized by Contractor].

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions.

Column (q) List date returned to Contractor.

1.9.4 Contractor Action Code and Action Code

Entries for columns (j) and (o), are to be used are as follows (others may be prescribed by Transmittal Form):

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.9.5 Copies Delivered to the Government

Deliver one copy of submittal register updated by Contractor to Government with each invoice request. [Deliver in electronic format, unless a paper copy is requested by Contracting Officer.]

1.10 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals. An additional [_____] calendar days will be allowed and shown on the register for review and approval of submittals for [food service equipment] [and] [refrigeration and HVAC control systems].

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A".
- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

- e. Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least [15] [_____] working days for submittals for QC Manager approval and [20] [_____] working days for submittals for Contracting Officer approval. Period of review for submittals with Contracting Officer approval begins when Government receives submittal from QC organization.
- f. For submittals requiring review by fire protection engineer, allow review period, beginning when Government receives submittal from QC organization, of [30] [_____] working days for return of submittal to the Contractor.
- g. Period of review for each resubmittal is the same as for initial submittal.

[Within [30] [15] calendar days of notice to proceed] [At the Preconstruction conference], provide, for approval by the Contracting Officer, the following schedule of submittals:

- a. A schedule of shop drawings and technical submittals required by the specifications and drawings. Indicate the specification or drawing reference requiring the submittal; the material, item, or process for which the submittal is required; the "SD" number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- b. A separate schedule of other submittals required under the contract but not listed in the specifications or drawings. Schedule will indicate the contract requirement reference; the type or title of the submittal; the Contractor's anticipated submission date and the approved need date (if approval is required).

1.10.1 Reviewing, Certifying, Approving Authority

The QC organization is responsible for reviewing and certifying that submittals are in compliance with contract requirements. Approving authority on submittals is QC Manager unless otherwise specified for specific submittal. At each "Submittal" paragraph in individual specification sections, a notation "G," following a submittal item, indicates Contracting Officer is approving authority for that submittal item.

1.10.2 Constraints

- a. Conform to provisions of this section, unless explicitly stated otherwise for submittals listed or specified in this contract.
- b. Submit complete submittals for each definable feature of work. Submit at the same time components of definable feature interrelated as a system.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.
- d. Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.10.3 QC Organization Responsibilities

- a. Note date on which submittal was received from Contractor on each submittal.
- b. Review each submittal; and check and coordinate each submittal with requirements of work and contract documents.
- c. Review submittals for conformance with project design concepts and compliance with contract documents.
- d. Act on submittals, determining appropriate action based on QC organization's review of submittal.

(1) When QC Manager is approving authority, take appropriate action on submittal from the possible actions defined in paragraph entitled, "Actions Possible."

(2) When Contracting Officer is approving authority or when variation has been proposed, forward submittal to Government with certifying statement or return submittal marked "not reviewed" or "revise and resubmit" as appropriate. The QC organization's review of submittal determines appropriate action.

- e. Ensure that material is clearly legible.
- f. Stamp each sheet of each submittal with QC certifying statement or approving statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.
 - (1) When approving authority is Contracting Officer, QC organization will certify submittals forwarded to Contracting Officer with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number [____], is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Certified by QC Manager _____, Date _____"
(Signature)

(2) When approving authority is QC Manager, QC Manager will use the following approval statement when returning submittals to Contractor as "Approved" or "Approved as Noted."

"I hereby certify that the (material) (equipment) (article) shown and marked in this submittal and proposed to be incorporated with contract Number [____], is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is approved for use.

Certified by Submittal Reviewer _____, Date _____

(Signature when applicable)

Approved by QC Manager _____, Date _____"
(Signature)

- g. Sign certifying statement or approval statement. The QC organization member designated in the approved QC plan is the person signing certifying statements. The use of original ink for signatures is required. Stamped signatures are not acceptable.
- h. Update submittal register [database]as submittal actions occur and maintain the submittal register at project site until final acceptance of all work by Contracting Officer.
- i. Retain a copy of approved submittals at project site, including Contractor's copy of approved samples.

1.10.4 Government Reviewed Design

The Government will review all [[_____] percent] and [[_____] percent] design submittals for conformance with the technical requirements of the solicitation. Section [_____] DESIGN AFTER AWARD covers the design submittal and review process in detail. Government review is required for deviation from the completed design. Review will be only for conformance with the contract requirements. Included are only those construction submittals for which the Designer of Record design documents do not include enough detail to ascertain contract compliance. The Government may, but is not required, to review extensions of design such as structural steel or reinforcement shop drawings.

1.11 GOVERNMENT APPROVING AUTHORITY

When approving authority is Contracting Officer, the Government will:

- a. Note date on which submittal was received from QC Manager.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph entitled "Review Notations" and with markings appropriate for action indicated.

Upon completion of review of submittals requiring Government approval, stamp and date approved submittals. [_____] copies of the approved submittal will be retained by the Contracting Officer and [_____] copies of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

1.11.1 Review Notations

Contracting Officer review will be completed within [_____] calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize the

Contractor to proceed with the work covered.

- b. Submittals marked "approved as noted" "or approved except as noted, resubmittal not required," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
- c. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
- d. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

1.12 DISAPPROVED[OR REJECTED] SUBMITTALS

Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice as required under the clause entitled, "Changes" is to be given to the Contracting Officer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.13 APPROVED[/ACCEPTED] SUBMITTALS

The Contracting Officer's approval or acceptance of submittals is not be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory design, general method of construction, materials, detailing and other information appear to meet the Solicitation and Accepted Proposal. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for [dimensions, the design of adequate connections and details, and the satisfactory construction of all work][design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work]. After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.14 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such

approval and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for Materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Government reserves the right to disapproved any material or equipment which previously has proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor to replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Contracting Officer does not relieve the Contractor of his responsibilities under the contract.

1.15 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required Designer of Record or required Government approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.16 PROGRESS SCHEDULE

1.16.1 Bar Chart

- a. Submit the progress chart, for approval by the Contracting Officer, at the Preconstruction Conference in one reproducible and 4 copies.
- b. Prepare the progress chart in the form of a bar chart utilizing form "Construction Progress Chart" or comparable format acceptable to the Contracting Officer.
- c. Include no less than the following information on the progress chart:
 - (1) Break out by major headings for primary work activity.
 - (2) A line item break out under each major heading sufficient to track the progress of the work.
 - (3) A line item showing contract finalization task which includes

punch list, clean-up and demolition, and final construction drawings.

(4) A materials bar and a separate labor bar for each line item. Both bars will show the scheduled percentage complete for any given date within the contract performance period. Labor bar will also show the number of men (man-load) expected to be working on any given date within the contract performance period.

(5) The estimated cost and percentage weight of total contract cost for each materials and labor bar on the chart.

(6) Separate line items for mobilization and drawing submittal and approval. (These items are to show no associated costs.)

- d. Update the progress schedule in one reproduction and 4 copies every 30 calendar days throughout the contract performance period.]

1.16.2 Project Network Analysis

[Submit the initial progress schedule within 21 calendar days of notice to proceed. Schedule is to be updated and resubmitted monthly beginning 7 calendar days after return of the approved initial schedule. Updating to entail complete revision of the graphic and data displays incorporating changes in scheduled dates and performance periods. Redlined updates will only be acceptable for use as weekly status reviews.

Contractor to provide a single point contact from his on-site organization as his Schedule Specialist. Schedule Specialist is to have the responsibility of updating and coordinating the schedule with actual job conditions. Schedule Specialist to participate in weekly status meetings and present current information on the status of purchase orders, shop drawings, off-site fabrication, materials deliveries, Subcontractor activities, anticipated needs for Government furnished equipment, and any problem which may impact the contract performance period.

Include the following in the project network analysis:

- a. Graphically display with the standard network or arrow diagram capable of illustrating the required data. Drafting to be computer generated on standard 24 by 36 inch (nominal size) drafting sheets or on small (11 by 17 inch minimum) sheets with separate overview and detail breakouts. Provide a project network analysis that is legible with a clear, consistent method for continuations and detail referencing. Clearly delineate the critical path on the display. Clearly indicate the contract milestone date on the project network analysis graphic display.
- b. Data is to be presented as a separate printout on paper or, where feasible, may be printed on the same sheet as the graphic display. Data is to be organized in a logical coherent display capable of periodic updating.
- c. Include within the data verbal activity descriptions with a numerical ordering system cross referenced to the graphic display. Additionally, costs (broken down into separate materials and costs), duration, early start date, early finish date, late start date, late finish date, and float are to be detailed for each activity. A running total of the percent completion based on

completed activity costs versus total contract cost is to be indicated. A system for indicating scheduled versus actual activity dates and durations is also to be provided.

- d. Sufficient detail to facilitate the Contractor's control of the job and to allow the Contracting Officer to readily follow progress for portions of the work should be shown within the schedule.]

1.17 STATUS REPORT ON MATERIALS ORDERS

Within [_____] calendar days after notice to proceed, submit, for approval by the Contracting Officer, an initial material status report on all materials orders. This report will be updated and re-submitted every [_____] calendar days as the status on material orders changes.

Report to include list, in chronological order by need date, materials orders necessary for completion of the contract. The following information will be required for each material order listed:

- a. Material name, supplier, and invoice number.
- b. Bar chart line item or CPM activity number affected by the order.
- c. Delivery date needed to allow directly and indirectly related work to be completed within the contract performance period.
- d. Current delivery date agreed on by supplier.
- e. When item d exceeds item c, the effect that delayed delivery date will have on contract completion date.
- f. When item d exceeds item c, a summary of efforts made by the Contractor to expedite the delayed delivery date to bring it in line with the needed delivery date, including efforts made to place the order (or subcontract) with other suppliers.

1.18 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements is to be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____	Approved with corrections as noted on submittal data and/or attached sheets(s)
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record are to stamp and sign to certify that the submittal meets contract requirements.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION GA MATOC						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT OR CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 32 01.00 10	SD-01 Preconstruction Submittals														
			Project Schedule	3.4	G												
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal register	1.9	G												
		01 34 00	SD-01 Preconstruction Submittals														
			Contract Survey Data	3.1	G RO												
			SD-02 Shop Drawings														
			Underground Storage Tanks	3.2													
			Progress Photographs	3.4													
			Plant Layout Drawings	3.3	G RO												
		01 35 29	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.6	G RO												
			Activity Hazard Analysis (AHA)	1.7	G RO												
			Crane Critical Lift Plan	1.6.1	G RO												
			Crane Operators		G RO												
			SD-06 Test Reports														
			Reports	1.11													
			Accident Reports	1.11.1													
			Monthly Exposure Reports	1.11.3													
			Crane Reports	1.11.4													
			Regulatory Citations and														
			Violations														
			SD-07 Certificates														
			Confined Space Entry Permit	1.8													
			Hot work permit	1.8													
		01 45 02	SD-01 Preconstruction Submittals														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION GA MATOC						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT OR CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 45 02	Construction Quality Control (QC) Plan	1.6.1	G												
			Indoor Air Quality (IAQ) Management Plan	1.19	G												
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			SD-05 Design Data														
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			SD-10 Operation and Maintenance Data														
			Training Plan	1.16.1													
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			Training Outline	1.16.3	G												
			Video Recording	1.16.4	G												
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		01 57 20.00 10	SD-01 Preconstruction Submittals														
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			Storm Water Inspection Reports for General Permit														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION GA MATOC						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT OR CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 57 23	Erosion and Sediment Controls	1.3													
			SD-07 Certificates														
			Mill Certificate or Affidavit	2.1.3													
		01 70 00	SD-03 Product Data														
			Warranties														
			SD-10 Operation and Maintenance														
			Data														
			Operation and Maintenance	1.2	G RO												
			Manuals														
			Personnel Training														
			SD-11 Closeout Submittals														
			Spare Parts Lists	1.2													
			Spare Parts														
			Special Tools	1.2													
			As-Built Drawings		G RO												
			Equipment Inventories	1.7													
		01 74 19	SD-01 Preconstruction Submittals														
			Waste Management Plan	1.6	G												
			SD-11 Closeout Submittals														
			Records	1.7													
		01 78 00	SD-03 Product Data														
			As-Built Record of Equipment	1.3.2													
			and Materials														
			Warranty Management Plan	1.7.1													
			Warranty Tags	1.7.5													
			Final Cleaning	1.10													

SUBMITTAL REGISTER	CONTRACT NO.
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CONTRACT NO.

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION

1.1.1 The information contained in this section applies to the design required after award. After award, the Contractor will develop the accepted proposal into the completed design, as described herein.

1.1.2 The Contractor may elect to fast track the design and construction that is, proceed with construction of parts of the sitework and facilities prior to completion of the overall design. To facilitate fast tracking, the Contractor may elect to divide the design into no more than ten design packages per major facility type and no more than three design packages for site and associated work. The Contractor shall designate how it will package the design, consistent with its overall plan for permitting (where applicable) and construction of the project. See Sections 01 33 00 SUBMITTAL PROCEDURES and 01 32 01.00 10 PROJECT SCHEDULE for requirements for identifying and scheduling the design packaging plan in the submittal register and project schedule. See also Sections 01 08 00 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT and 01 57 20.00 10 ENVIRONMENTAL PROTECTION for any specified permit requirements. If early procurement of long-lead item construction materials or installed equipment, prior to completion of the associated design package, is necessary to facilitate the project schedule, the Contractor shall also identify those long-lead items and how it will assure design integrity of the associated design package to meet the contract requirements (the contract consists of the Solicitation requirements and the accepted proposal). Once the Government is satisfied that the long-lead items meet the contract requirements, the Contracting Officer will allow the Contractor to procure the items at its own risk.

1.1.3 The Contractor may proceed with the construction work included in a separate design package after the Government has reviewed the final (100%) design submission for that package, review comments have been addressed and resolved to the Government's satisfaction and the Contracting Officer (or the Administrative Contracting Officer) has agreed that the design package may be released for construction.

1.1.4 Integrated Design. To the maximum extent permitted for this project, use a collaborative, integrated design process for all stages of project delivery with comprehensive performance goals for siting, energy, water, materials and indoor environmental quality and ensures incorporation of these goals. Consider all stages of the building lifecycle, including deconstruction.

1.2 DESIGNER OF RECORD

The Design-Build Contractor ("Design-Builder", "D-B" or simply "Contractor") shall identify, for approval, the Designer of Record ("DOR") that will be responsible for each area of design. One DOR may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, Professional Registered, DOR. The DOR's shall stamp, sign, and date each design drawing and other design deliverables under their responsible discipline at each design submittal stage (see contract clause Registration of Designers). If the deliverables are not ready for release for construction, they should be identified as "preliminary" or "not for release for construction" or by using some other appropriate designation. The DOR(s) shall also be responsible for maintaining the integrity of the design and for compliance with the contract requirements through construction and documentation of the as-built condition by coordination, review and approval of extensions of design, material, equipment and other construction submittals, review and approval or disapproval of requested deviations to the accepted design or to the contract, coordination with the Government of the above activities, and by performing other typical professional designer responsibilities.

2.0 PRODUCTS (Not Applicable)

3.0 EXECUTION

3.1 PRE-WORK ACTIVITIES AND CONFERENCES

3.1.1 Design Quality Control Plan

The DB Contractor shall submit for Government Acceptance, a Design Quality Control Plan in accordance with Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL before design may proceed.

3.1.2 Post Award Conference

3.1.2.1 The Government will conduct a preconstruction conference at the project site, as soon as possible after contract award. This will be coordinated with issuance of the contract notice to proceed (NTP). The Contractor and major sub-contractor representatives shall participate. All designers need not attend this first meeting. Government representatives will include COE project delivery team members, facility users, facility command representatives, and installation representatives. The Government will provide an agenda, meeting goals, meeting place, and meeting time to participants prior to the meeting.

3.1.2.2 The preconstruction conference shall include determination and introduction of contact persons, their authorities, contract administration requirements, discussion of expected project progress processes, and coordination of subsequent meetings for quality control (see Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL), Partnering (see below and SCR: Partnering), and the initial design conference (see below).

3.1.2.3 The Government will introduce COE project delivery team members, facility users, facility command representatives, and installation representatives. The DB Contractor shall introduce major subcontractors, and other needed staff. Expectations and duties of each person shall be defined for all participants. A meeting roster shall be developed and distributed by the Government with complete contact information including name, office, project role, phone, mailing and physical address, and email address.

3.1.3 Partnering & Project Progress Processes

3.1.3.1 The initial Partnering conference may be scheduled and conducted at any time with or following the preconstruction conference. The Government proposes to form a partnership with the DB Contractor to develop a cohesive building team. This partnership will involve the COE project delivery team members, facility users, facility command representatives, installation representatives, Designers of Record, major subcontractors, Contractor quality control staff, and Contractor construction management staff. This partnership will 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 will be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs. Normally, partnering meetings will be held at or in the vicinity of the project installation.

3.1.3.2 As part of the partnering process, the Government and Contractor shall develop, establish, and agree to comprehensive design development processes including conduct of conferences, expectations of design development at conferences, fast-tracking, design acceptance, Structural Interior Design (SID)/Furniture, Fixtures & Equipment (FF&E) design approval, project closeout, etc. The Government will explain contract requirements and the DB Contractor shall review their proposed project schedule and suggest ways to streamline processes.

3.1.4 Initial Design Conference

The initial design conference may be scheduled and conducted at the project installation any time after the preconstruction conference, although it is recommended that the partnering process be initiated with or before the initial design conference. Any design work conducted after award and prior to this conference should be limited to site and is discouraged for other items. All Designers of Record shall participate in the conference. The purpose of the meeting is to introduce everyone and to make sure any

needs the Contractor has are assigned and due dates established as well as who will get the information. See also Attachment F, BUILDING INFORMATION MODELING REQUIREMENTS for discussion concerning the BIM implementation Plan demonstration at this meeting. The DB Contractor shall conduct the initial design conference.

3.1.5 Pre-Construction Conference

Before starting construction activities, the Contractor and Government will jointly conduct a pre-construction administrative conference to discuss any outstanding requirements and to review local installation requirements for start of construction. It is possible there will be multiple preconstruction conferences based on the content of the design packages selected by the Contractor. The Government will provide minutes of this meeting to all participants.

3.2 STAGES OF DESIGN SUBMITTALS AND OVER THE SHOULDER PROGRESS REVIEWS

The stages of design submittals described below define Government expectations with respect to process and content. The Contractor shall determine how to best plan and execute the design and review process for this project, within the parameters listed below. As a minimum, the Government expects to see at least one interim design submittal, at least one final design submittal before construction of a design package may proceed and at least one Design Complete submittal that documents the accepted design. The Contractor may sub-divide the design into separate packages for each stage of design and may proceed with construction of a package after the Government accepts the final design for that package. See also discussion on waivers to submission of intermediate design packages where the parties partner during the design process. See also Attachment F, BUILDING INFORMATION MODELING REQUIREMENTS for discussion concerning the BIM and the various stages of design submittals and over-the-shoulder progress reviews.

3.2.1 Site/Utilities

To facilitate fast-track design-construction activities the Contractor may submit a final (100 percent) site and utility design as the first design submittal or it may elect to submit interim and final site and utility design submittals as explained below. Following review, resolution, and incorporation of all Government comments, and submittal of a satisfactory set of site/utility design documents, after completing all other pre-construction requirements in this contract and after the pre-construction meeting, the Government will allow the Contractor to proceed with site development activities, including demolition where applicable, within the parameters set forth in the accepted design submittal. For the first site and utility design submission, whether an interim or final, the submittal review, comment, and resolution times from this specification apply, except that the Contractor shall allow the Government a 14 calendar day review period, exclusive of mailing time. No on-site construction activities shall begin prior to written Government clearance to proceed.

3.2.2 Interim Design Submittals

The Contractor may submit either a single interim design for review, representing a complete package with all design disciplines, or split the interim design into smaller, individual design packages as it deems necessary for fast-track construction purposes. As required in Section 01 32 01.00 10 PROJECT SCHEDULE, the Contractor shall schedule its design and construction packaging plan to meet the contract completion period. This submission is the Government's primary opportunity to review the design for conformance to the solicitation and to the accepted contract proposal and to the Building Codes at a point where required revisions may be still made, while minimizing lost design effort to keep the design on track with the contract requirements. The requirements for the interim design review submittals and review conferences are described hereinafter. This is not necessarily a hold point for the design process; the Contractor may designate the interim design submittal(s) as a snapshot and proceed with design development at its own risk. See below for a waiver, where the parties establish an effective over-the-shoulder progress review procedure through the partnering process that would eliminate the need for or expedite a formal intermediate design review on one or more individual design packages.

3.2.3 Over-the-Shoulder Progress Reviews

To facilitate a streamlined design-build process, the Government and the Contractor may agree to one-on-one reviewer or small group reviews, electronically, on-line (if available within the Contractor's standard design practices) or at the Contractor's design offices or other agreed location, when practicable to the parties. The Government and Contractor will coordinate such reviews to minimize or eliminate disruptions to the design process. Any data required for these reviews shall normally be provided in electronic format, rather than in hard copy. If the Government and Contractor establish and implement an effective, mutually agreeable partnering procedure for regular (e.g., weekly) over-the shoulder review procedures that allow the Government reviewers the opportunity to keep fully informed of the progress, contents, design intent, design documentation, etc. of the design package, the Government will agree to waive or to expedite the formal intermediate design review period for that package. The Contractor shall still be required to submit the required intermediate design documentation, however the parties may agree to how that material will be provided, in lieu of a formal consolidated submission of the package. It should be noted that Government funding is extremely limited for non-local travel by design reviewers, so the maximum use of virtual teaming methods must be used. Some possible examples include electronic file sharing, interactive software with on-line or telephonic conferencing, televideo conferencing, etc. The Government must still perform its Code and Contract conformance reviews, so the Contractor is encouraged to partner with the reviewers to find ways to facilitate this process and to facilitate meeting or bettering the design-build schedule. The Contractor shall maintain a fully functional configuration management system as described herein to track design revisions, regardless of whether or not there is a need for a formal intermediate design review. The formal intermediate review procedures shall form the contractual basis for the official schedule, in the event that the partnering process determines that the formal intermediate review process to be best suited for efficient project execution. However, the Government pledges to support and promote the partnering process to work with the Contractor to find ways to better the design schedule.

3.2.4 Final Design Submissions

This submittal is required for each design package prior to Government acceptance of that design package for construction. The requirements for the final design submittal review conferences and the Government's acceptance for start of construction are described herein after.

3.2.5 Design Complete Submittals

After the final design submission and review conference for a design package, the Contractor shall revise the design package to incorporate the comments generated and resolved in the final review conferences, perform and document a back-check review and submit the final, design complete documents, which shall represent released for construction documents. The requirements for the design complete submittals are described hereinafter.

3.2.6 Holiday Periods for Government Review or Actions

The Contractor shall not schedule meetings, Government reviews or responses during the last two weeks of December or other designated Government Holidays (including Friday after Thanksgiving) and shall exclude such dates and periods from any durations specified herein for Government actions.

3.2.7 Late Submittals and Reviews

If the Contractor cannot meet its scheduled submittal date for a design package, it must revise the proposed submittal date and notify the Government in writing, at least 1 week prior to the submittal, in order to accommodate the Government reviewers' other scheduled activities. If a design submittal is over 1 day late in accordance with the latest revised design schedule, or if notification of a proposed design schedule change is less than 7 days from the anticipated design submission receipt date, the Government review period may be extended up to 7 days due to reviewers' schedule conflicts. If the

Government is late in meeting its review commitment and the delay increases the Contractor's cost or delays completion of the project, the Suspension of Work and Defaults clauses provide the respective remedy or relief for the delay.

3.3 DESIGN CONFIGURATION MANAGEMENT

3.3.1 Procedures

The Contractor shall develop and maintain effective, acceptable design configuration management (DCM) procedures to control and track all revisions to the design documents after the Interim Design Submission through submission of the As-Built documents. During the design process, this will facilitate and help streamline the design and review schedule. After the final design is accepted, this process provides control of and documents revisions to the accepted design (See Special Contract Requirement: Deviating from the Accepted Design). The system shall include appropriate authorities and concurrences to authorize revisions, including documentation as to why the revision must be made. The DCM data shall be available to the Government reviewers at all times. The Contractor may use its own internal system with interactive Government concurrences, where necessary or may use the Government's "DrChecks Design Review and Checking System" (see below and Attachment C).

3.3.2 Tracking Design Review Comments

Although the Contractor may use its own internal system for overall design configuration management, the Government and the Contractor shall use the DrChecks Design Review and Checking System to initiate, respond to, resolve and track Government design compliance review comments. This system may be useful for other data which needs to be interactive or otherwise available for shared use and retrieval. See Attachment C for details on how to establish an account and set-up the DrChecks system for use on the project.

3.3.3 Design and Code Checklists

The Contractor shall develop and complete various discipline-specific checklists to be used during the design and quality control of each submittal. These completed checklists shall be submitted with each design submittal, as applicable, as part of the project documentation. See Section 01 45 04.00 10 Contractor Quality Control, Attachment D for a Sample Fire Protection and Life Safety Code review checklist and Attachment E for LEED Submittals Checklist.

3.4 INTERIM DESIGN REVIEWS AND CONFERENCES

3.4.1 General

At least one interim design submittal, review and review conference is required for each design package (except that, per paragraph 3.2.1, the Contractor may skip the interim design submission and proceed directly to final design on the sitework and utilities package). The DB Contractor may include additional interim design conferences or over-the-shoulder reviews, as needed, to assure continued government concurrence with the design work. The interim submittal review periods and conferences shall be included in the project schedule and shall indicate what part of the design work is at what percentage of completion. The required interim design conferences shall be held when interim design requirements are reached as described below. See also paragraph Over-the-Shoulder Progress Reviews for a waiver to the formal interim design review.

3.4.2 Procedures

After receipt of an Interim Design submission, the Contractor shall allow the Government 14 calendar days after receipt of the submission to review and comment on the interim design submittal. For smaller design packages, especially those that involve only one or a few separate design disciplines, the parties may agree on a shorter review period or alternative review methods (e.g., over-the-shoulder or electronic

file sharing), through the partnering process. For each interim design review submittal, the COR will furnish, to the Contractor, a single consolidated, validated listing of all comments from the various design sections and from other concerned agencies involved in the review process using the DrChecks Design Review and Checking System. The review will be for conformance with the technical requirements of the solicitation and the Contractor's RFP proposal. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he/she must clearly outline, with ample justification, the reasons for noncompliance within 5 days after receipt of these comments in order that the comment can be resolved. The Contractor shall furnish disposition of all comments, in writing, through DrChecks. The Contractor is cautioned that if it believes the action required by any comment exceeds the requirements of this contract, that it should take no action and notify the COR in writing immediately. The Interim Review conference will be held for each design submittal at the installation. The Contractor shall bring the personnel that developed the design submittal to the review conference. The conference will take place the week after the receipt of the comments by the Contractor. For smaller fast-track packages that involve only a few reviewers, the parties may agree to alternative conferencing methods, such as teleconferencing, or televideo, where available, as determined through Partnering.

3.4.3 Conference Documentation

3.4.3.1 In order to facilitate and accelerate the Government code and contract conformance reviews, the Contractor shall identify, track resolution of and maintain all comments and action items generated during the design process and make this available to the designers and reviewers prior to the Interim and subsequent design reviews.

3.4.3.2 The DB Contractor shall prepare meeting minutes and shall enter final resolution of all comments into DrChecks. 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 shall be incorporated. The Government reserves the right to reject design document submittals if comments are significant. Participants shall determine if any comments are critical enough to require further design development prior to Government concurrence. Participants shall also determine how to proceed in order to obtain Government concurrence with the design work presented.

3.5 INTERIM DESIGN REQUIREMENTS

Interim design deliverables shall include drawings, specifications, and design analysis for the part of design that the DB Contractor considers ready for review.

3.5.1 Drawings

Drawings shall include comments from any previous design conferences incorporated into the documents to provide an interim design for the "part" submitted.

3.5.2 Design Analysis

3.5.2.1 The designers of record shall prepare and present design analyses with calculations necessary to substantiate and support all design documents submitted. Address design substantiation required by the applicable codes and references and pay particular attention to the following listed items:

3.5.2.2 For parts including sitework, include the site specific civil calculations.

3.5.2.3 For parts including structural work, include structural calculations.

(a) Identify all loads to be used for design.

(b) Describe the method of providing lateral stability for the structural system to meet seismic and wind load requirements. Include sufficient calculations to verify the adequacy of the method.

- (c) Provide calculations for all principal roof, floor, and foundation members and bracing and secondary members.
- (d) Provide complete seismic analysis for all building structural, mechanical, electrical, architectural, and building features as dictated by the seismic zone for which the facility is being constructed.
- (e) Computer generated calculations must identify the program name, source, and version. Provide input data, including loads, loading diagrams, node diagrams, and adequate documentation to illustrate the design. The schematic models used for input must show, as minimum, nodes/joints, elements/members, materials/properties, and all loadings, induced settlements/deflections, etc., and a list of load combinations. Include an output listing for maximum/minimum stresses/forces and deflections for each element and the reactions for each loading case and combination.
- (f) See also the Security (Anti-Terrorism) requirements below for members subject to Anti-Terrorist Force Protections (ATFP) and Progressive Collapse requirements.
- (g) Fully coordinate and integrate the overall structural design between two different of interfacing construction types, such as modular and stick-built or multistory, stacked modular construction. Provide substantiation of structural, consolidation/settlement analysis, etc., as applicable, through the interfaces.

3.5.2.4 For Security (Anti-Terrorism): Provide a design narrative and calculations where applicable, demonstrating compliance with each of the 22 standards in UFC 4-0101-01. Where sufficient standoff distance is not being provided, show calculations for blast resistance of the structural system and building envelope. Show complete calculations for members subjected to ATFP loads, e.g., support members of glazed items (jambs, headers, sills) and connections of windows to support members. See also Attachment H for analysis of window unit structural supports. For 3 story and higher buildings, provide calculations to demonstrate compliance with progressive collapse requirements.

3.5.2.5 For parts including architectural work, include building floor area calculations.

3.5.2.6 For parts including mechanical work, include HVAC analysis and calculations. Include complete design calculations for mechanical systems. Include computations for sizing equipment, compressed air systems, 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 simulations (e.g., TRANSYS, DOE 2.1 Blast, etc) is required. Based on the results of calculations, provide a complete list of all materials and equipment proposed with the manufacturer's published cataloged product installation specifications and roughing-in data.

3.5.2.7 For parts including life safety, include building code analysis and sprinkler and other suppression systems. Notwithstanding the requirements of the Code, address the following:

- (a) A registered fire protection engineer (FPE) must perform all fire protection analysis. Provide the fire protection engineer's qualifications. See Section 01 10 00, paragraph 5 for qualifications.
- (b) Provide all references used in the design including Government design documents and industry standards used to generate the fire protection analysis.
- (c) Provide classifications of each building in accordance with fire zone, building floor areas and height and number of stories.
- (d) Provide discussion and description of required fire protection requirements including extinguishing equipment, detection equipment, alarms equipment and water supply. Alarm and detection equipment shall interface to requirements of Electronic Systems.

(e) Provide hydraulic calculations based on water flow test for each sprinkler system to insure that flow and pressure requirements can be met with current water supply. Include copies of Contractor's water flow testing done to certify the available water source.

3.5.2.8 For parts including plumbing systems:

(a) List all references used in the design.

(b) Provide justification and brief description of the types of plumbing fixtures, piping materials and equipment proposed for use.

(c) Detail calculations for systems such as sizing of domestic hot water heater and piping; natural gas piping; LP gas piping and tanks, fuel oil piping and tanks, etc., as applicable.

(d) When the geotechnical report indicates expansive soils are present, indicate in the first piping design submittal how piping systems will be protected against damage or backfall/backflow due to soil heave (from penetration of slab to the 5-foot building line).

3.5.2.9 For elevator systems:

(a) List all criteria codes, documents and design conditions used.

(b) List any required permits, registration and construction of items of special mechanical systems and equipment.

3.5.2.10 For parts including electrical work, include lighting calculations to determine maintained foot-candle levels, electrical load analyses and calculations, electrical short circuit and protective device coordination analysis and calculations and arc fault calculations.

3.5.2.11 For parts including telecommunications voice/data (including SIPRNet, where applicable), include analysis for determining the number and placement of outlets.

3.5.2.12 For Cathodic Protection Systems, provide the following stamped report by the licensed corrosion engineer or NACE specialist with the first design submission. Clearly describe structures, systems or components in soil or water to be protected. Describe methods proposed for protection of each.

3.5.3 Geotechnical Investigations and Reports:

3.5.3.1 The Contractor's licensed geotechnical engineer shall prepare a final geotechnical evaluation report, to be submitted along with the first foundation design submittal make this information available as early as possible during the over-the-shoulder progress review process. Summarize the subsurface conditions and provide recommendations for the design of appropriate utilities, foundations, floor slabs, retaining walls, embankments, and pavements. Include compaction requirements for fill and backfill under buildings, sidewalks, other structures and open areas recommend foundation systems to be used, allowable bearing pressures for footings, lateral load resistance capacities for foundation systems, elevations for footings, grade beams, slabs, etc. Provide an assessment of post-construction settlement potential including total and differential. Provide recommendations regarding lateral earth pressures (active, at-rest, passive) to be used in the design of retaining walls. Include the recommended spectral accelerations and Site Class for seismic design along with an evaluation of any seismic hazards and recommendations for mitigation, if required. Include calculations to support the recommendations for bearing capacity, settlement, and pavement sections. Include supporting documentation for all recommended design parameters such as Site Class, shear strength, earth pressure coefficients, friction factors, subgrade modulus, California Bearing Ratio (CBR), etc. Provide earthwork recommendations, expected frost penetration, expected

groundwater levels, recommendations for dewatering and groundwater control and the possible presence of any surface or subsurface features that may affect the construction of the project such as sinkholes, boulders, shallow rock, old fill, old structures, soft areas, or unusual soil conditions. Include pH tests, salinity tests, resistivity measurements, etc., required to design corrosion control and grounding systems. Include the raw field data. Arrange a meeting with the Government subsequent to completion and evaluation of the site specific geotechnical exploration to outline any differences encountered that are inconsistent with the Government provided preliminary soils information. Clearly outline differences which require changes in the foundation type, or pavement and earthwork requirements from that possible and contemplated using the Government furnished preliminary soils investigation, which result in a change to the design or construction. Any equitable adjustment is subject to the provisions of the contract's Differing Site Conditions Clause.

3.5.3.2 Vehicle Pavements: The Contractor's geotechnical report shall contain flexible and rigid pavement designs, as applicable for the project, including design CBR and modulus of subgrade reaction and the required compaction effort for subgrades and pavement layers. Provide Information on the types of base course materials available in the area and design strengths.

3.5.3.3 The DB Contractor and the professional geotechnical engineer consultant shall certify in writing that the design of the project has been developed consistent with the Contractor's final geotechnical report. The certification shall be stamped by the consulting professional geotechnical engineer and shall be submitted with the first design submission. If revisions are made to the initial design submission, a new certification shall be provided with the final design submission.

3.5.4 LEED Documentation

Assign a LEED Accredited Professional, responsible to track LEED planning, performance and documentation for each LEED credit through construction closeout. Incorporate LEED credits in the plans, specifications and design analyses. Develop LEED supporting documentation as a separable portion of the Design Analysis and provide with each required design submittal. Include the LEED Project checklist for each non-exempt facility (one checklist may be provided for multiple facilities in accordance with the LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects and the LEED Submittals with each submittal. Final design submittal for each portion of the work must include all required design documentation relating to that portion of work (example - all site credit design documents with final site design). Submittal requirements are as indicated in Attachment E, LEED Submittals. Submit all documentation indicated on Attachment E as due at final design at final design submittal (for fast-track projects with multiple final design submittals, this shall be at the last scheduled final design submittal). All project documentation related to LEED shall conform to USGBC requirements for both content and format, including audit requirements and be separate from other design analyses. Maintain and update the LEED documentation throughout project progress to construction closeout and shall compile product data, receipts, calculations and other data necessary to substantiate and support all credits claimed. The Government may audit any or all individual credits. Audit documentation is not required to be submitted unless requested. These requirements apply to all projects. If the project requires the Contractor to obtain USGBC certification, the Contractor shall also be responsible for obtaining USGBC certification and shall provide written evidence of certification with the construction closeout LEED documentation submittal. Install the USGBC building plaque at the location indicated by the Government upon receipt. If Contractor obtains USGBC interim design review, submit the USGBC review to the Government within 30 days of receipt for information only.

3.5.4.1 LEED Documentation for Technology Solution Set. If a building design complies fully with its technology solution set, when such is included in the Solicitation, use the data provided with the technology solution set when preparing LEED credit EA1 documentation. If the project requires USGBC certification and a building design complies fully with its technology solution set included in the Solicitation, the Government will provide a partially completed LEED Letter Template, without project energy cost, for the building. The designer must add the project energy cost data.

3.5.5 Energy Conservation

3.5.5.1 Interim and Final Design submittals shall demonstrate that each building including the building envelope, HVAC systems, service water heating, power, and lighting systems meet the Mandatory Provisions and the Prescriptive Path requirements of ASHRAE 90.1. Use Compliance Documentation forms available from ASHRAE and included in ASHRAE 90.1 User's Manual for this purpose. The Architectural Section of the Design Analysis shall include completed forms titled "Building Envelope Compliance Documentation Parts I and II." The Heating Ventilating and Air Conditioning (HVAC) Section of the Design Analysis shall include a completed form titled "HVAC Simplified Approach Option – Part I" if this approach is allowed by the Standard. Otherwise, the HVAC Section of the Design Analysis shall include completed forms titled "HVAC Mandatory Provisions – Part II" and "HVAC Prescriptive Requirements – Part III." The Plumbing Section of the Design Analysis shall include a completed form titled "Service Water Heating Compliance Documentation." The Electrical Section of the Design Analysis shall include an explanatory statement on how the requirements of ASHRAE 90.1 Chapter 8 Power were met. The Electrical Section of the Design Analysis shall also include a completed form titled "Lighting Compliance Documentation."

3.5.5.2 Interim and Final Design submittals which address energy consuming systems, (heating, cooling, service hot water, lighting, power, etc) also must include calculations in a separate Energy Conservation Section of the Design Analysis which demonstrate and document (a) the baseline energy consumption for the facility or facilities under contract, that would meet the requirements of ANSI/ASHRAE/IESNA Standard 90-1 and (b) the energy consumption of the facility or facilities under contract utilizing the materials and methods required by this construction contract. Use the USGBC Energy and Atmosphere (EA) Credit 1 compliance template/form or an equivalent detailed form for documenting compliance with the energy reduction requirements. This template /form is titled PERFORMANCE RATING METHOD and is available when the project is registered for LEED. The calculation methodology utilized for this documentation and analysis shall follow the guidelines set forth in Appendix G of ASHRAE 90.1, with the exceptions: (a) receptacle and process loads may be omitted from the calculations; and (b) the definition of the terms in the formula for Percentage Improvement found in paragraph G1.2 are modified as follows: Baseline Building Performance shall meet the annual energy consumption calculated for a building design intended for use as a baseline for rating above standard design meeting the minimum requirements of the energy standard, and Proposed Building Performance shall meet annual energy consumption calculated for the purposed building design intended for construction. This calculation shall address all energy consuming systems in a single integrated methodology. Include laboratory fume hoods and kitchen ventilation loads in the energy calculation. They are not considered process loads. Individual calculations for heating, cooling, power, lighting, power, etc. systems will not be acceptable. The following building simulation software is acceptable for use in calculating building energy consumption: Hourly Analysis Program (HAP) by Carrier Corp., TRACE 700 by Trane Corp., DOE-2 by US Department of Energy, Energy Plus by DOD/DOE.

3.5.6 Specifications

Specifications may be any one of the major, well known master guide specification sources (use only one source) such as MASTERSPEC from the American Institute of Architects, SPECTEXT from Construction Specification Institute or Unified Facility Guide Specifications (UFGS using MASTERFORMAT 2004 numbering system), etc. (including specifications from these sources). Manufacturers' product specifications, utilizing CSI's Manu-Spec, three part format may be used in conjunction with the selected specifications. The designers of record shall edit and expand the appropriate Specifications to insure that all project design requirements, current code requirements, and regulatory requirements are met. The designers of record shall edit and expand the appropriate Specifications to insure that all project design requirements, current code requirements, and regulatory requirements are met. Specifications shall clearly identify, where appropriate, specific products chosen to meet the contract requirements (i.e., manufacturer's brand names and model numbers or similar product information).

3.5.7 Building Rendering

DB Contractor shall present and provide a draft color computer, artist, or hand drawn rendering with the conceptual design submittal of the building exterior. Perspective renderings shall include a slightly overhead view of the entire building to encompass elevations and the roof configuration of the building. After Government review and acceptance, provide a final rendering, including the following:

Three (3) 18" x 24" color prints, framed and matted behind glass with project title underneath the print.

One (1) Image file in JPG format on CD for those in the submittal distribution list.

3.5.8 Interim Building Design Contents

The following list represents what the Government considers should be included in the overall completed design for a facility or project. It is not intended to limit the contractor from providing different or additional information as needed to support the design presented. As the Contractor develops individual design packages and submits them for Interim review, include as much of the applicable information for an individual design package as is developed at the Interim design level for review purposes. These pieces shall be developed as the design progresses toward the design complete stage.

3.5.8.1 Lawn and Landscaping Irrigation System

3.5.8.2 Landscape, Planting and Turfing

3.5.8.3 Architectural

- (a) Design Narrative
- (b) Architectural Floor Plans, Typical Wall and Roof Sections, Elevations
- (c) Finish schedule
- (d) All required equipment
- (e) Special graphics requirements
- (f) Door and Window Schedules
- (g) Hardware sets using BHMA designations
- (h) Composite floor plan showing all pre-wired workstations
- (i) Structural Interior Design (SID) package: See ATTACHMENT A for specific requirements
- (j) Furniture, Fixtures & Equipment (FF&E) design package: See ATTACHMENT B for specific requirements

3.5.8.4 Structural Systems. Include:

- (a) Drawings showing principal members for roof and floor framing plans as applicable
- (b) Foundation plan showing main foundation elements where applicable
- (c) Typical sections for roof, floor, and foundation conditions

3.5.8.5 Plumbing Systems

- (a) Show locations and general arrangement of plumbing fixtures and major equipment
- (b) Plan and isometric riser diagrams of all areas including hot water, cold water, waste and vent piping. Include natural gas (and meter as required), (LP gas), (fuel oil) and other specialty systems as applicable.
- (c) Include equipment and fixture connection schedules with descriptions, capacities, locations, connection sizes and other information as required

3.5.8.6 HVAC Systems

(a) Mechanical Floor Plans: The floor plans shall show all principle architectural features of the building which will affect the mechanical design. The floor plans shall also show the following:

- (1) Room designations
- (2) Mechanical legend and applicable notes
- (3) Location and size of all ductwork and piping
- (4) Location and capacity of all terminal units (i.e., registers, diffusers, grilles, hydronic baseboards)
- (5) Pre-Fabricated Paint Spray Booth (where applicable to project scope)
- (6) Paint Preparation Area (where applicable to project scope)
- (7) Exhaust fans and specialized exhaust systems
- (8) Thermostat location
- (9) Location of heating/cooling plant (i.e., boiler, chiller, cooling tower, etc)
- (10) Location of all air handling equipment
- (11) Air balancing information
- (12) Flue size and location
- (13) Piping diagram for forced hot water system (if used)

(b) Equipment Schedule: Provide complete equipment schedules. Include:

- (1) Capacity
- (2) Electrical characteristics
- (3) Efficiency (if applicable)
- (4) Manufacturer's name
- (5) Optional features to be provided
- (6) Physical size
- (7) Minimum maintenance clearances

(c) Details: Provide construction details, sections, elevations, etc., only where required for clarification of methods and materials of design.

(d) HVAC Controls: Submit complete HVAC controls equipment schedules, sequences of operation, wiring and logic diagrams, Input/Output Tables, equipment schedules, and all associated information. See the Statement of Work for additional specific requirements.

3.5.8.7 Fire Protection and Life Safety

(a) Provide plan for each floor of each building that presents a compendium of the total fire protection features being incorporated into the design. Include the following types of information:

- (1) The location and rating of any fire-resistive construction such as occupancy separations, area separations, exterior walls, shaft enclosures, corridors, stair enclosures, exist passageways, etc.
- (2) The location and coverage of any fire detection systems
- (3) The location and coverage of any fire suppression systems (sprinkler risers, standpipes, etc.)
- (4) The location of any other major fire protection equipment
- (5) Indicate any hazardous areas and their classification
- (6) Schedule describing the internal systems with the following information: fire hazard and occupancy classifications, building construction type, GPM/square foot sprinkler density, area of operation and other as required.

(b) Working plans and all other materials submitted shall meet NFPA 13 requirements, with respect to required minimum level of detail.

3.5.8.8 Elevators. Provide:

- (a) Description of the proposed control system
- (b) Description, approximate capacity and location of any special mechanical equipment for elevators.

3.5.8.9 Electrical Systems

(a) Electrical Floor Plan(s): Show all principle architectural features of the building which will affect the electrical design. Show the following:

- (1) Room designations
- (2) Electrical legend and applicable notes
- (3) Lighting fixtures, properly identified
- (4) Switches for control of lighting
- (5) Receptacles
- (6) Location and designation of panelboards. Clearly indicate type of mounting required (flush or surface) and reflect accordingly in specifications.
- (7) Service entrance (conduit and main disconnect)
- (8) Location, designation and rating of motors and/or equipment which requires electrical service. Show method of termination and/or connection to motors and/or equipment. Show necessary junction boxes, disconnects, controllers (approximate only), conduit stubs, and receptacles required to serve the motor and/or equipment.

(b) Building Riser Diagram(s) (from pad-mounted transformer to unit load center panelboard): Indicate the types and sizes of electrical equipment and wiring. Include grounding and metering requirements.

(c) Load Center Panelboard Schedule(s): Indicate the following information:

- (1) Panelboard Characteristics (Panel Designation, Voltage, Phase, Wires, Main Breaker Rating and Mounting)
- (2) Branch Circuit Designations
- (3) Load Designations
- (4) Circuit Breaker Characteristics. (Number of Poles, Trip Rating, AIC Rating)
- (5) Branch Circuit Connected Loads (AMPS)
- (6) Special Features

(d) Lighting Fixture Schedule(s): Indicate the following information:

- (1) Fixture Designation
- (2) General Fixture Description
- (3) Number and Type of Lamp(s)
- (4) Type of Mounting
- (5) Special Features

(e) Details: Provide construction details, sections, elevations, etc. only where required for clarification of methods and materials of design.

3.5.8.10 Electronic Systems including the following responsibilities:

(a) Fire Detection and Alarm System. Design of the fire alarm and detection system shall include layout drawings for all devices and a riser diagram showing the control panel, annunciator panel, all zones, radio transmitter and interfaces to other systems (HVAC, sprinkler, etc.)

(b) Fire Suppression System Control. Specify all components of the Fire Suppression (FS) System in the FS section of the specifications. Clearly describe how the system will operate and interact with other systems such as the fire alarm system. Include a riser diagram on the drawings showing principal components and interconnections with other systems. Include FS system components on drawing legend. Designate all components shown on floor plans "FS system components" (as opposed to "Fire Alarm components"). Show location of FS control panels, HVAC control devices, sensors, and 120V power panel connections on floor plans. Indicate zoning of areas by numbers (1, 2, 3) and detectors sub-zoned for cross zoning by letter designations (A and B). Differentiate between ceiling mounted and under floor detectors with distinct symbols and indicate subzone of each.

(c) Public Address System

(d) Special Grounding Systems. Completely reflect all design requirements in the specifications and drawings. Specifications shall require field tests (in the construction phase), witnessed by the Government, to determine the effectiveness of the grounding system. Include drawings showing existing construction, if any.

- (e) Cathodic Protection
- (f) Intrusion Detection, Card Access System
- (g) Central Control and Monitoring System
- (h) Mass Notification System
- (i) Electrical Power Distribution Systems

3.5.8.11 Information Systems including the following responsibilities:

- (a) Telecommunications Cabling
- (b) Supporting Infrastructure
- (c) Outside Plant (OSP) Cabling

(d) Include a layout of the voice/data outlets (including voice only wall & pay phones) on telecommunication floor plan drawing, location of SIPRNET data outlets (where applicable), and a legend and symbol definition to indicate height above finished floor. Show size of conduit and cable type and size on Riser Diagram. Do not show conduit runs between backboard and outlets on the floor plans. Show underground distribution conduit and cable with sizing from point of presence to entrance facility of building.

3.6 FINAL DESIGN REVIEWS AND CONFERENCES

A final design review and review conference will be held upon completion of final design at the project installation, or - where equipment is available - by video teleconference or a combination thereof, for any design package to receive Government acceptance to allow release of the design package for construction. For smaller separate design packages, the parties may agree on alternative reviews and conferences (e.g., conference calls and electronic file sharing, etc.) through the Partnering process. The Contractor shall include the final design conference in the project schedule and shall indicate what part of the design work is at 100 percent completion. The final design conference will be held after the Government has had up to 7 calendar days after receipt of the submission to review the final design package and supporting data. For smaller packages, especially those involving only one or a few design disciplines the parties may agree on a shorter period.

3.7 FINAL DESIGN REQUIREMENTS

Final design deliverables for a design package shall consist of 100 percent complete drawings, specifications, submittal register, and design analysis for Government review and acceptance. The 100 percent design submission shall consist of drawings, specifications, updated design analyses and any permits required by the contract for each package submitted. In order to expedite the final design review, prior to the conference, the Contractor shall ensure that the design configuration management data and all review comment resolutions are up-to-date. Include the 100 percent SID and 100 percent FF&E binders for Government approval. The Contractor shall have performed independent technical reviews (ITR's) and back-checks of previous comment resolutions, as required by Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL including providing documentation thereof.

3.7.1 Drawings

3.7.1.1 Submit drawings complete with all contract requirements incorporated into the documents to provide a 100 percent design for each package submitted.

3.7.1.2 Prepare all drawings with the Computer-Aided Design and Drafting (CADD)/Computer-Aided Design (CAD) system, organized and easily referenced electronically, presenting complete construction information.

3.7.1.3 Drawings shall be complete. The Contractor is encouraged to utilize graphics, views, notes, and details which make the drawings easier to review or to construct but is also encouraged to keep such materials to those that are necessary.

3.7.1.4 Provide detail drawings that illustrate conformance with the contract. Drawings shall include room finish schedules, corresponding color/finish/special items schedules, and exterior finish schedules that agree with the submitted SID binders.

3.7.1.5 The design documents shall be in compliance with the latest version of the A/E/C CADD Standard, available at <https://caddim.usace.army.mil/CAD>. The DB Contractor shall use the approved vertical Corps of Engineers title blocks and borders on all drawings with the appropriate firm name included within the title block area.

3.7.1.6 CAD System and Building Information Modeling (BIM) (NOTE: If this is a Single Award or Multiple Award, Indefinite Delivery/Indefinite Quantity Contract, this information will be provided for each task order.)

All CADD files shall be fully compatible with MicroStation V8XM or higher. Save all design CADD files as MicroStation V8XM or higher files. All submitted BIM Models and associated Facility Data shall be fully compatible with Bentley BIM file format and the USACE Bentley BIM v8 Workspace.

(a) CAD Data Final File Format: During the design development the Contractor shall capture geo-referenced coordinates of all changes made to the existing site (facility footprint, utility line installations and alterations, roads, parking areas, etc) as a result of this contract. There is no mandatory methodology for how the geo-referenced coordinates will be captured, however, Engineering and Construction Bulletin No. 2006-15, Subject: Standardizing Computer Aided Design (CAD) and Geographic Information Systems (GIS) Deliverables for all Military Design and Construction Projects identifies the format for final as-built drawings and data sets to be delivered to the government. Close-out requirements at the as-built stage; require final geo-referenced GIS Database of the new facility along with all exterior modifications. The Government will incorporate this data set into the Installation's GIS Master plan or Enterprise GIS System. See also, Section 01 78 02 Closeout Submittals.

(b) Electronic Drawing Files: In addition to the native CAD design files, provide separate electronic drawing files (in editable CAD format and Adobe Acrobat PDF version 7.0 or higher) for each project drawing.

(c) Each file (both CAD and PDF) shall represent one complete drawing from the drawing set, including the date, submittal phase, and border. Each drawing file shall be completely independent of any data in any other file, including fonts and shapes not included with the basic CAD software program utilized. Drawing files with external references or special fonts are not acceptable. All displayed graphic elements on all levels of the drawing files shall be part of the project drawing image. The drawing files shall not contain any graphic element that is not part of the drawing image.

(d) See Attachment F for additional BIM requirements. BIM Model and associated Facility Data files shall be delivered in their native format. At a minimum, BIM files shall address major architecture design elements, major structural components, mechanical systems and electrical/communication distribution and elements as defined in Attachment F. See Attachment F for additional BIM requirements.

(e) Drawing Index: Provide an index of drawings sheet in CAD as part of the drawing set, and an electronic list in Microsoft Excel of all drawings on the CD. Include the electronic file name, the sheet reference number, the sheet number, and the sheet title, containing the data for each drawing.

(f) Hard Copies: Plot submitted hard copy drawings directly from the “electronic drawing files” and copy for quantities and sizes indicated in the distribution list at the end of this specification section. The Designers of Record shall stamp, sign and date original hard copy sheets as Released For Construction, and provide copies for distribution from this set.

3.7.2. Design Analyses

3.7.2.1 The designers of record shall update, finalize and present design analyses with calculations necessary to substantiate and support all design documents submitted.

3.7.2.2 The responsible DOR shall stamp, sign and date the design analysis. Identify the software used where, applicable (name, version, vendor). Generally, provide design analyses, individually, in an original (file copy) and one copy for the assigned government reviewer.

3.7.2.3 All disciplines review the LEED design analysis in conjunction with their discipline-specific design analysis; include a copy of the separable LEED design analysis in all design analysis submittals.

3.7.2.4 Do not combine multi-disciplined volumes of design-analysis, unless multiple copies are provided to facilitate multiple reviewers (one copy per each separate design analysis included in a volume).

3.7.3. Specifications

Specifications shall be 100% complete and in final form.

3.7.4. Submittal Register

The DB Contractor shall prepare and update the Submittal Register and submit it with the 100% design specifications (see Specification Section 01 33 00 SUBMITTAL PROCEDURES) with each design package. Include the required submittals for each specification section in a design package in the submittal register.

3.7.5. Preparation of DD Form 1354 (Transfer of Real Property)

This form itemizes the types, quantities and costs of various equipment and systems that comprise the project, for the purpose of transferring the new construction project from the Corps Construction Division to the Installation's inventory of real property. The Government will furnish the DB Contractor's design manager a DD Form 1354 checklist to use to produce a draft Form 1354. The completed checklist and prepared draft Form DD 1354 shall be submitted with the 100 percent design in the Design Analysis. The Corps will use these documents to complete the final DD 1354 upon completion of construction.

3.7.6. Acceptance and Release for Construction

3.7.6.1 At the conclusion of the Final Design Review (after resolutions to the comments have been agreed upon between DOR and Government reviewers), the Contracting Officer or the ACO will accept the Final Design Submission for the design package in writing and allow construction to start for that design package. The Government may withhold acceptance until all major corrections have been made or if the final design submission requires so many corrections, even though minor, that it is not considered acceptably complete.

3.7.6.2 Government review and acceptance of design submittals is for contract conformance only and shall not relieve the Contractor from responsibility to fully adhere to the requirements of the contract, including the Contractor's accepted contract proposal, or limit the Contractor's responsibility of design as prescribed under Special Contract Requirement: “Responsibility of the Contractor for Design” or limit the Government's rights under the terms of the contract. The Government reserves the right to rescind inadvertent acceptance of design submittals containing contract deviations not separately and expressly identified in the submittal for Government consideration and approval.

3.8 DESIGN COMPLETE CONSTRUCTION DOCUMENT REQUIREMENTS

After the Final Design Submission and Review Conference and after Government acceptance of the Final Design submission, the Contractor shall revise the design documents for the design package to incorporate the comments generated and resolved in the final review conference, perform and document a back-check review and submit the final, design complete documents. Label the final design complete documents "FOR CONSTRUCTION" or use similar language. In addition to the final drawings and specifications, the following deliverables are required for distribution and field use. The deliverable includes all documentation and supporting design analysis in final form, as well as the final review comments, disposition and the back-check. As part of the quality assurance process, the Government may perform a back-check of the released for construction documentation. The Contractor shall promptly correct any errors or omissions found during the Government back-check. The Government may withhold retainage from progress payments for work or materials associated with a final design package until this submittal has been received and the Government determines that it is complete.

3.9 SUBMITTAL DISTRIBUTION, MEDIA AND QUANTITIES

3.9.1 Submittal Distribution and Quantities

General: The documents which the Contractor shall submit to the Government for each submittal are listed and generally described in preceding paragraphs in this Section. Provide copies of each design submittal and design substantiation as follows (NOTE: If this is a Single Award or Multiple Award, Indefinite Quantity Contract, this information will be provided for each task order.)

Activity and Address	Drawing Size (fullSize) Full Sets/ *Partial Sets	Design Analyses & Specs Full Sets/ *Partial Sets	Drawing Size (halfsize) Full Sets/ *Partial Sets	Non-BIM Data CD-ROM or DVD as Necessary (PDF& DGN Extensions	Furniture Submittal (FFE)	Structural Interior Design Submittal	BIM Data DVD (Per Attach F)
Commander, U.S. Army Corps of Engineers ATTN: PM-ME/Puhalla 100 West Oglethorpe Ave. Savannah, GA 31401	1	6	6	6	2	2	2
U.S. Army Corps of Engineers Ft. Benning Area Office ATTN: Condoyiannis & Ahlquist Building 6, Room 412 Ft. Benning, GA 31905	1	2	2	2	2	1	1
U.S. Army Corps of Engineers ATTN: New Res Off Building 6, Room 412 Ft. Benning, GA 31905	2	8	8	2	1	1	1

Activity and Address	Drawing Size (fullSize) Full Sets/ *Partial Sets	Design Analyses & Specs Full Sets/ *Partial Sets	Drawing Size (halfsize) Full Sets/ *Partial Sets	Non-BIM Data CD-ROM or DVD as Necessary (PDF& DGN Extensions	Furniture Submittal (FFE)	Structural Interior Design Submittal	BIM Data DVD (Per Attach F)
U.S. Army Infantry Center & Fort Benning ATTN: (Mr. Dean Miller & Glen Hall) 6650 Meloy Drive, Bldg 6, Room 329 Fort Benning, GA 31905		2	2	0	1	1	1
U.S. Army Infantry Center & Fort Benning ATTN: DOIM (Jim Lance/Chris Mickey) 6830 Upton Ave., Bldg 479 Fort Benning, GA 31905		1	1	1			
U.S. Army Infantry Center & Fort Benning ATTN: Fire Dept (Mike Darlington) 6301 Engineer Road, Bldg 10600 Fort Benning, GA 31905		1	1	0			
U.S. Army Infantry Center & Fort Benning ATTN: Physical Security (Dave Moore) 6805 Barron, Ave, Bldg 123 Fort Benning, GA 31905		0	0	1			
U.S. Army Infantry Center & Fort Benning ATTN: Safety (Anita Langford/Debbie Guitierrez) 6811 Vibbert Ave., Bldg 18 Fort Benning, GA 31905		1	1	1			
U.S. Army Infantry Center & Fort Benning ATTN: Environmental (John Brown/Patrick Chauvey) 6650 Meloy Drive, Bldg 6, Rm 307 Fort Benning, GA 31905	1	1	2	1			
U.S. Army Infantry Center & Fort Benning ATTN: Engineering Division, DPW (Mr. Doug Saylor) 6650 Meloy Drive, Bldg 6, Room 320N Fort Benning, GA 31905		2	2	1			

Activity and Address	Drawing Size (fullSize) Full Sets/ *Partial Sets	Design Analyses & Specs Full Sets/ *Partial Sets	Drawing Size (halfsize) Full Sets/ *Partial Sets	Non-BIM Data CD-ROM or DVD as Necessary (PDF& DGN Extensions	Furniture Submittal (FFE)	Structural Interior Design Submittal	BIM Data DVD (Per Attach F)
U.S. Army Infantry Center & Fort Benning ATTN: Energy Office (Mr. Vernon Duck) 6650 Meloy Drive, Bldg 6, Room 320B Fort Benning, GA 31905							
U.S. Army Infantry Center & Fort Benning ATTN: Sustainability Officer (Peter Lukken) Eckel Street, Bldg 4, Rm, Rm 547 Fort Benning, GA 31905		0	0	1			
U.S. Army Infantry Center & Fort Benning ATTN: AT/FP(Mr. Price/Willie Williams) Eckel Street, Bldg 4, Rm West 87 Fort Benning, GA 31905		1	1	1			
U.S. Army Infantry Center & Fort Benning ATTN: MCRC2 Eckel Street, Bldg 4, Rm W47, Fort Benning, GA 31905		1	1	1			
Columbus Water Works (CWW) Attn: Tom Horn 1421 Veterans Parkway Columbus, GA 31902	2	0	2	1			
Flint Electric Attn: Walker Fricks 2054 Belko St Fort Benning, GA 31905		1	1	1			
Atmos Energy Attn: Omar McCants 2300 Victory Drive Columbus, GA 31901		1	1	1			
USAARMC SPC ATTM: LCT Michael Gillette Building 2197, Room 15 Brandenburg Station Road Fort Knox, KY 40121		3	3	3			

Activity and Address	Drawing Size (fullSize) Full Sets/ *Partial Sets	Design Analyses & Specs Full Sets/ *Partial Sets	Drawing Size (halfsize) Full Sets/ *Partial Sets	Non-BIM Data CD-ROM or DVD as Necessary (PDF& DGN Extensions)	Furniture Submittal (FFE)	Structural Interior Design Submittal	BIM Data DVD (Per Attachment)
Director USAISEC FDED ATTN: AMSEL IE DE IN CO (Gaffney) 1435 Porter St., Suite 230 Ft. Detrick, MD 21702-5047		1	1	1			
IT BRAC Office ATTN: Joe Woodburn 5291 Corporate Drive, Suite 201 Frederick, MD 21703		1	1	1			

***NOTE: For partial sets of drawings, specifications and design analyses see paragraph 3.9.3.3, below.**

Activity and Address	Drawing Size [fullSize]	Design Analyses & Specs	Drawing Size [halfsize]	CD-ROM (PDF& .dgn)	Furniture Furnishings and Equipment Submittal	Structural Interior Design Submittal
Commander, U.S. Army Corps of Engineers ATTN: PM-ME/K.Bright 100 West Oglethorpe Ave. Savannah, GA 31401	1	6	6	6	2	2

Activity and Address	Drawing Size [fullSize]	Design Analyses & Specs	Drawing Size [halfsize]	CD-ROM (PDF& .dgn)	Furniture Furnishings and Equipment Submittal	Structural Interior Design Submittal
<p>For FED-X, UPS or DHL:</p> <p>U.S. Army Corps of Engineers CAB Resident Office (CD-BRC) Attn: Allen Hand Bldg AT-3879, Lewis & Atchley Street Fort Bragg, NC 283310</p> <p>For USPS.</p> <p>U.S. Army Corps of Engineers CAB Resident Office (CD-BRC) Attn: Allen Hand P.O. Box 70247 Ft. Bragg, NC 28307-0247</p> <p>Phone 910-396-9977</p>	1	2	2	2	1	1
<p>DPW Directorate of Public Works Master Planning Division (ATTN: Ray Barbeau) Bldg 3-1634, Butner Road Fort Bragg, NC 28310</p>		14	14	14	1	1
<p>US Army Corps of Engineers-Ft. Worth District P.O. Box 17300 Attn: William K. Workman, Room 4807 Ft. Worth, Texas 76102</p>		1	1	1	1	1
<p>Director USAISEC FDED ATTN: AMSEL IE DE IN CO (Gaffney) 1435 Porter St., Suite 230 Ft. Detrick, MD 21702-5047</p>		1	1	1		

3.9.2 Web based Design Submittals

Web based design submittals will be acceptable as an alternative to the paper copies listed in the Table above, provided a single hard-copy PDF based record set is provided to the Contracting Officer for record purposes. Where the contract requires the Contractor to submit documents to permitting authorities, still provide those authorities paper copies (or in an alternate format where required by the authority). Web based design submittal information shall be provided with adequate security and availability to allow unlimited access those specifically authorize to Government reviewers while preventing unauthorized access or modification. File sizes must be of manageable size for reviewers to quickly download or open on their computers. As a minimum, drawings shall be full scale on American National Standards Institute (ANSI) D sheets (34" x 22"). In addition to the optional website, provide the BIM data submission on DVD to each activity and address noted above in paragraph 3.9.1 for each BIM submission required in Attachment F.

3.9.3 Mailing of Design Submittals

3.9.3.1. Mail all design submittals to the Government during design and construction, using an overnight mailing service. The Government will furnish the Contractor addresses where each copy shall be mailed to after award of the contract (or individual task order if this is an indefinite delivery/indefinite quantity, task order contract). Mail the submittals to **[ADD]** different addresses. Assemble drawing sheets, specs, design analyses, etc. into individual sets; do not combine duplicate pages from individual sets so that the government has to assemble a set.

3.9.3.2 Each design submittal shall have a transmittal letter accompanying it indicating the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

3.9.3.3. Provide partial sets of drawings, specifications, design analyses, etc., as designated in the Table in paragraph 3.9.1, to those reviewers who only need to review their applicable portions of the design, such as the various utilities. The details of which office receives what portion of the design documentation will be worked out after award.

3.10 AS-BUILT DOCUMENTS

Provide as-built drawings and specifications in accordance with Section 01 78 02.00 10 CLOSEOUT SUBMITTALS. Update LEED design phase documentation during construction as needed to reflect construction changes and advancing project completion status (example - Commissioning Plan updates during construction phase) and include updated LEED documentation in construction closeout submittal.

ATTACHMENT A**STRUCTURAL INTERIOR DESIGN (SID) REQUIREMENTS****1.0 GENERAL INFORMATION**

Structural Interior Design includes all building related elements and components generally part of the building itself, such as wall finishes, ceilings finishes, floor coverings, marker/bulletin boards, blinds, signage and built in casework. The SID should be developed in conjunction with the furniture footprint.

2.0 STRUCTURAL INTERIOR DESIGN (SID) REQUIREMENTS FOR THE INTERIM AND FINAL DESIGN SUBMITTALS**2.1. FORMAT AND SCHEDULE**

Prepare and submit for approval an interior and exterior building finishes scheme for an interim design submittal. The DOR shall meet with and discuss the finish schemes with the appropriate Government officials prior to preparation of the schemes to be presented. Present original sets of the schemes to reviewers at an interim design conference.

At the conclusion of the interim phase, after resolutions to the comments have been agreed upon between DOR and Government reviewers, the DB Contractor may proceed to final design with the interior finishes scheme presented.

The SID information and samples are to be submitted in 8 ½" x 11" format using three ring binders with pockets on the inside of the cover. When there are numerous pages with thick samples, use more than one binder. Large D-ring binders are preferred to O-ring binders. Use page protectors that are strong enough to keep pages from tearing out. Anchor large or heavy samples with mechanical fasteners, Velcro, or double-faced foam tape rather than rubber cement or glue. Fold out items must have a maximum spread of 25 ½". Provide cover and spine inserts sheets identifying the document as "Structural Interior Design" package and include the project title and location, project number, Contractor/A/E name and phone number(s), submittal stage and date.

The design submittal requirements will include, but are not limited to:

2.1.1. Narrative of the Structural Interior Design Objectives

The SID shall include a narrative that discusses the building related finishes. Include topics that relate to base standards, life safety, sustainable design issues, aesthetics, durability and maintainability, discuss the development and features as they relate to the occupants requirements and the building design.

2.1.2. Interior Color Boards

Each item on the color boards shall be identified and keyed to the contract documents to provide a clear indication of how and where each item will be used. To the maximum extent possible, finish samples shall be arranged by room type in order to illustrate room color coordination. All samples shall be labeled on the color boards with the manufacturer's name, patterns and colors name and number. Samples shall also be keyed or coded to match key code system used on contract drawings. Material and finish samples shall indicate true pattern, color and texture. Photographs or colored photocopies of materials or fabrics to show large overall patterns are required in conjunction with actual samples to show the actual colors. Finish samples must be large enough to show a complete pattern or design where practical.

Color boards shall include but not be limited to original color samples of the following:

All walls finishes, ceiling finishes, including corner guards, acrylic wainscoting and wall guards/chair rail finishes

All flooring finishes, including tile patterns

All tile information, including tile grout color and tile patterns

All door, door frame finishes and door hardware finishes

All signage, wall base, toilet partitions, locker finishes and operable/folding partitions and trim

All millwork materials and finishes (cabinets, counter tops, etc.)

All window frame finishes and window treatments (sills, blinds, etc.)

Color board samples shall reflect all actual finish textures, patterns and colors required as specified.

Patterned samples shall be of sufficient size to adequately show pattern and its repeat if a repeat occurs.

2.1.3. Exterior Color Boards

Prepare exterior finishes color boards in similar format as the interior finishes color boards, for presentation to the reviewers during an interim design conference. The exterior finishes boards shall include original color samples of all exterior finishes including but not limited to the following:

All Roof Finishes

All Brick and Cast Stone Samples

All Exterior Insulation and Finish Samples

All Glass Color Samples

All Exterior Metals Finishes

All Window and Door Frame Finishes

All Specialty Item Finishes, including trim

Identify each item on the exterior finishes color boards and key to the building elevations to provide a clear indication of how and where each item will be used.

2.2. STRUCTURAL INTERIOR DESIGN DOCUMENTS

2.2.1. General

Structural interior design related drawings must indicate the placement of extents of SID material, finishes and colors and must be sufficiently detailed to define all interior work. The following is a list of minimum requirements:

2.2.2. Finish Color Schedule

Provide finish color schedule(s) in the contract documents. Provide a finish code, material type, manufacturer, series, and color designations. Key the finish code to the color board samples and drawings.

2.2.3. Interior Finish Plans

Indicate wall and floor patterns and color placement, material transitions and extents of interior finishes.

2.2.4. Furniture Footprint Plans

Provide furniture footprint plans showing the outline of all freestanding and systems furniture for coordination of all other disciplines.

2.2.5. Interior Signage

Include interior signage plans or schedules showing location and quantities of all interior signage. Key each interior sign to a quantitative list indicating size, quantity of each type and signage text.

2.2.6. Interior Elevations, Sections and Details

Interior Elevations, Sections and Details: Indicate material, color and finish placement.

ATTACHMENT B**FURNITURE, FIXTURES & EQUIPMENT (FF&E) REQUIREMENTS****1.0 FF&E REQUIREMENTS FOR THE INTERIM AND FINAL DESIGN SUBMITTALS****1.1. FORMAT AND SCHEDULE**

Prepare and submit for approval a comprehensive FF&E scheme for an interim design submittal. The DOR shall meet with and discuss the FF&E scheme with the appropriate Government officials prior to preparation of the scheme to be presented. Present original sets of the scheme to reviewers at an interim design conference upon completion of the interim architectural submittal or three months prior to the submittal of the final FF&E package (whichever comes first).

The DB Contractor may proceed to final design with the FF&E scheme presented at the conclusion of the interim phase, after resolutions to the comments have been agreed upon between DOR and Government reviewers.

Provide six copies of the electronic versions of all documents upon completion of the final architectural submittal or 10 months prior to the contract completion date (whichever comes first), to ensure adequate time for furniture acquisition. Provide unbound, electronic drawings in CAD and BIM. Provide all files needed to view complete drawings. Submit all text documents in Microsoft Word or Excel.

Submit three copies of the final and complete FF&E information and samples in 8 ½" x 11" format using three ring binders with pockets on the inside of the cover upon completion of the final architectural submittal or 10 months prior to the contract completion date (whichever comes first). Use more than one binder when there are numerous pages with thick samples. Large D-ring binders are preferred to O-ring binders. Use page protectors that are strong enough to keep pages from tearing out. Anchor large or heavy samples with mechanical fasteners, Velcro, or double-faced foam tape rather than rubber cement or glue. Fold out items must have a maximum spread of 25 ½". Provide cover and spine inserts sheets identifying the document as "Furniture, Fixtures & Equipment" package and include the project title and location, project number, Contractor/A/E name and phone number(s), submittal stage and date.

Provide electronic copies of all documents upon completion of the final architectural submittal or ten months prior to the contract completion date (whichever comes first), to ensure adequate time for furniture acquisition. Provide six compact disks with all drawings files needed to view the complete drawings unbound and in the latest version AutoCAD. Provide six additional compact disks of all text documents in Microsoft Word or Excel.

The design submittal requirements will include, but are not limited to:

1.1.1 Narrative of Interior Design Objectives

Provide a narrative description of the furniture, to include functional, safety and ergonomic considerations, durability, sustainability, aesthetics, and compatibility with the building design.

1.1.2 Furniture Order Form

Prepare one Furnishings Order Form for each item specified in the design. This form identifies all information required to order each individual item. In addition to the project name and location, project number, and submittal phase, the order form must include:

- a. Furniture item illustration and code
- b. Furniture item name

- c. Job name, location, and date
- d. General Services Administration (GSA) FSC Group, part, and section
- e. Manufacturer, Product name and Product model number or National Stock Number (NSN)
- f. Finish name and number (code to finish samples)
- g. Fabric name and number, minimum Wyzenbeek Abrasion Test double rubs (code to fabric samples)
- h. Dimensions
- i. Item location by room number
- j. Quantity per room
- k. Total quantity
- l. Special instructions for procurement ordering and/or installation (if applicable)
- m. Written Product Description: include a non-proprietary paragraph listing the salient features of the item to include but not limited to:
 - 1. required features and characteristics
 - 2. ergonomic requirements
 - 3. functional requirements
 - 4. testing requirements
 - 5. furniture style
 - 6. construction materials
 - 7. minimum warranty

The following is an example for "m" features and characteristics, ergonomic requirements and functional requirements:

Chair Description:

- 1. Mid-Back Ergonomic Task Chair
- 2. Pneumatic Gaslift; Five Star Base
- 3. Mesh Back; Upholstered Seat
- 4. Height and Width Adjustable Task Arms:
 - a. Arm Height: 6" - 11" (+1/2")
 - b. Arm Width: 2" - 4" adjustment
- 5. Height Adjustable Lumbar Support
- 6. Adjustable Seat Height 16"-21" (+- 1")
- 7. Sliding Seat Depth Adjustment 15"-18" (+-1")
- 8. Standard Hard Casters (for carpeted areas)
- 9. Overall Measurements:
 - a. Overall width: 25" - 27"
 - b. Overall depth: 25" - 28"
- 10. Must have a minimum of the following adjustments (In addition to the above):
 - a. 360 Degree Swivel
 - b. Knee-Tilt with Tilt Tension
 - c. Back angle
 - d. Forward Tilt
 - e. Forward Tilt and Upright Tilt Lock

For projects with systems furniture, also provide a written description of the following minimum requirements:

- 1. Type furniture systems (panel, stacking panels, spine wall, desk based system, or a combination)
- 2. Minimum noise reduction coefficient (NRC)
- 3. Minimum sound transfer coefficient (STC)
- 4. Minimum flame spread and smoke development

5. UL testing for task lighting and electrical system
6. Panel widths and heights and their locations (this may be done on the drawings)
Worksurface types and sizes (this may be done on the drawings)
7. Worksurface edge type
8. Varying panel/cover finish materials and locations (locations may be shown on the drawings)
9. Storage requirements
10. Keyboard requirements
11. Lock and keying requirements
12. Accessory components (examples: tack boards, marker boards, paper management)
13. Electrical and communication raceway requirement; type, capacity and location (base, beltline, below and/or above beltline)
14. Locations of communication cables (base, beltline, below and/or above beltline, top channel)
15. Types of electrical outlets
16. Types of communication jacks; provided and installed by others
17. Locations of electrical outlets and communication jacks (this may be done on the drawings)
18. Type of cable (examples: Cat. 5, Cat. 6, fiber optic; UTP or STP, etc.) system needs to support; provided and installed by others

1.1.3. Alternate Manufacturer List

Provide a table consisting of major furniture items that lists the manufacturers products specified on the Order Form and two alternate manufacturers. Major furniture items include, but are not limited to, casegoods, furniture systems, seating, and tables. Organize matrix by item code and item name. Supply alternates that are available on GSA Schedule and meet the requirements of the Furniture Order Form. One of the two alternates must be from UNICOR if possible. Provide manufacturer name address, telephone number, product series and product name for each alternate manufacturer.

1.1.4. FF&E Procurement List

Provide a table that lists all FF&E furniture, mission unique equipment and building Contractor Furnished/Contractor Installed (CF/CI) items. Give each item a code and name and designate whether item will be procured as part of the FF&E furniture, mission unique equipment or the building construction contract. Use the item code to key all FF&E documents including location plans, color boards, data sheets, cost estimate, etc.

1.1.5. Points of Contact (POCs)

Provide a comprehensive list of POCs needed to implement the FF&E package. This would include but not be limited to appropriate project team members, using activity contacts, interior design representatives, construction contractors and installers involved in the project. In addition to name, address, phone, fax and email, include each contact's job function.

1.1.6 Color Boards

Provide color boards for all finishes and fabrics for all FF&E items. Finishes to be included but not limited to paint, laminate, wood finish, fabric, etc.

1.1.7 Itemized Furniture Cost Estimate

Provide an itemized cost estimate of furnishings keyed to the plans and specifications of products included in the package. This cost estimate shall be based on GSA price schedules and must include columns for furniture item, quantity, cost per item and a total cost. The cost estimate must also include line items for subtotal, a ten percent mark-up for installation, and a grand total. Do not include line items for general contingency, electrical hook-up for systems furniture or other furniture requiring hardwiring, or any freight or delivery charges. Include a written statement that the pricing is based on GSA schedules. An estimate developed by a furniture dealership may be provided as support information for the estimate, but must be separate from the contractor provided estimate.

1.2 INTERIOR DESIGN DOCUMENTS

1.2.1 Overall Furniture and Area Plans

Provide floor Plans showing locations and quantities of all freestanding, and workstation furniture proposed for each floor of the building. Key each room to a large scale Furniture Placement Plan showing the furniture configuration, of all furniture. Provide enlarged area plans with a key plan identifying the area in which the building is located. All the items on the drawings should be keyed by furniture item code.

1.2.2 Workstation Plans

Provide plans showing each typical workstation configuration in plan view, elevations or isometric view. Drawings shall illustrate panels and all major components for each typical workstation configuration. Workstations shall be identified using the same numbering system as shown on the project drawings. Components shall be keyed to a legend on each sheet which identifies and describes the components along with dimensions. Provide the plan, elevations and isometric of each typical workstation together on the same drawing sheet.

1.2.3 Panel Plans

Provide plans showing panel locations and critical dimensions from finished face of walls, columns, panels including clearances and aisle widths. Key panel assemblies to a legend which shall include width, height, configuration of frames, panel fabric and finishes (if there are different selections existing within a project), powered or non-powered panel and wall mount locations.

1.2.4 Desk Plans

Provide typical free standing desk configurations in plan view, elevation or isometric view and identify components to clearly represent each desk configuration.

1.2.5 Reflected Ceiling Plans

Provide typical reflected ceiling plans showing ceiling finishes and heights, lighting fixtures, heating ventilation and air conditioning supply and return, and sprinkler head placement for coordination of furniture.

1.2.6 Electrical and Telecommunication Plans

Provide plans showing power provisions including type and locations of feeder components, activated outlets and other electrical components. Include on the plans locations and quantities of outlets for workstations. Clearly identify different outlets, i.e. electrical, LAN and telecommunication receptacles indicating each type proposed. Show wiring configuration, (circuiting, switching, internal and external connections) and provide as applicable.

1.2.7 Artwork Placement Plans

Provide an Artwork Placement Plan to show location of artwork, assign an artwork item code to each piece of artwork. As an alternative, artwork can be located on the Furniture Plans. Provide a schedule that identifies each piece by room name and number. Provide installation instructions; include mounting height.

1.2.8 Window Drapery Plans

Provide Interior Window Drapery Plans. Key each drapery treatment to a schedule showing color, pattern, material, drapery size and type, draw direction, location and quantities.

ATTACHMENT C

TRACKING COMMENTS IN DRCHECKS

1.0 General

The Government and DB Contractor shall set up the project in Dr Checks. Throughout the design process, the parties shall enter, track, and back-check comments using the DrChecks system. Government reviewers enter design review comments into DrChecks. Designers of Record shall annotate comments timely and specifically to indicate exactly what action will be taken or why the action is not required. Comments considered critical by the conference participants shall be flagged as such.

2.0 DrChecks Review Comments

The DB Contractor and the Government shall monitor DrChecks to assure all comments are annotated and agreed to by the designers and reviewers prior to the next submittal. The DrChecks comments and responses shall be printed and included in the design analysis for record.

2.1 Conference participants (reviewers) will expect coordination between Design Analysis calculations and the submitted design. Reviewers will also focus on the design submittal's satisfaction of the contract requirements.

2.2 The Designers of Record shall answer each comment in DrChecks with a formal response prior to the next submittal, clearly indicating what action will be taken and what drawing/spec will change. Designers of Record are encouraged to directly contact reviewers to discuss and agree to the formal comment responses rather than relying only on DrChecks and review meetings to discuss comments. With the next design conference, reviewers will back-check answers to the comments against the submittal, in addition to reviewing additional design work.

2.3 Comments that, in the DB Contractor's opinion, require effort outside the scope of the contract shall be clearly indicated as such in DrChecks. The DB Contractor shall not proceed with work outside the contract until a modification to the contract is properly executed, if one is necessary.

3.0 DrChecks Initial Account Set-Up

To initialize an office's use of DrChecks, choose a contact person within the office to call the DrChecks Help Desk at 800-428-HELP, M-F, 8AM-5PM, Central time. This POC will be given an office password to distribute to others in the office. Individuals can then go to the hyperlink at {<http://www.projnet.org>} and register as a first time user. Upon registration, each user will be given a personal password to the DrChecks system.

3.1 Once the office and individuals are registered, the COE's project manager or lead reviewer will assign the individuals and/or offices to the specific project for review. At this point, persons assigned can make comments, annotate comments, and close comments, depending on their particular assignment.

4.0 DrChecks Reviewer Role

The DB Contractor is the technical reviewer and the Government is the compliance reviewer of the DB designers design documents. Each reviewer enters their own comments into the Dr Checks system. To enter comments:

4.1. Log into DrChecks.

4.2. Click on the appropriate project.

- 4.3. Click on the appropriate review conference. An Add comment screen will appear.
- 4.4. Select or fill out the appropriate sections (particularly comment discipline and type of document for sorting) of the comment form and enter the comment in the space provided.
- 4.5. Click the Add Comment button. The comment will be added to the database and a fresh screen will appear for the next comment you have.
- 4.6. Once comments are all entered, exit DrChecks by choosing "My Account" and then Logout.

5.0 DrChecks Comment Evaluation

The role of the designers of record is to evaluate and respond to the comments entered by the Government reviewers and by the DB Contractor. To respond to comments:

- 5.1. Log into DrChecks.
- 5.2. Click on the appropriate project.
- 5.3. Under "Evaluate" click on the number under "Pending".
- 5.4. Locate the comments that require your evaluation. (Note: If you know the comment number you can use the Quick Pick window on your home page in DrChecks; enter the number and click on go.)
- 5.5. Select the appropriate evaluation (concur, non-concur, for information only, or check and resolve) and add the response.
- 5.6. Click on the Add button. The evaluation will be added to the database and a fresh screen will appear with the next comment.
- 5.7. Once evaluations are all entered, exit DrChecks by choosing "My Account" and then Logout.

6.0 DrChecks Back-check

At the following design conference, participants will back-check comment annotations against newly presented documents to verify that the designers' responses are acceptable and completed. The DB Contractor and Government reviewers shall either enter additional back-check comments, as necessary or close those that are resolved as a result of the design conferences:

- 6.1. Log into DrChecks.
- 6.2. Click on the appropriate project.
- 6.3. Under "My Backcheck" click on the number under "Pending".
- 6.4. If you agree with the designer's response select "Close Comment" and add a closing response if desired.
- 6.5. If you do not agree with the designer's response or the submittal does not reflect the response given, select "Issue Open", enter additional information.
- 6.6. Click on the Add button. The back-check will be added to the database and a fresh screen will appear with the next comment.

6.7. Once back-checks are all entered, exit DrChecks by choosing "My Account" and then Logout. The design is completed and final when there are no pending comments to be evaluated and there are no pending or open comments under back-check.

ATTACHMENT D**SAMPLE FIRE PROTECTION AND LIFE SAFETY CODE REVIEW**

Instructions: The information outlined in this document shall be used to provide the minimum requirement for development of Fire Protection and Life Safety Code submittals for all building projects. Additional and supplemental information may be used to further develop the code review. Insert N/A after criteria, which may be “not applicable”.

1.1. Project Name (insert name and location)

1.2. Applicable Codes and Standards

1.2.1. Unified Facilities Criteria (UFC): 3-600-01, Design: Fire Protection Engineering For Facilities

1.2.2. International Building Code (IBC) for fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements, except as modified by UFC 3-600- 01.

1.2.3. National Fire Protection Association (NFPA) 101 Life Safety Code (latest edition), for building egress and life safety and applicable criteria in UFC 3-600-01.

1.2.4. ADA and ABA Accessibility Guidelines

1.3. Occupancy Classification
IBC chapters 3 and 4

1.4. Construction Type
IBC chapter 6

1.5. Area Limitations
IBC chapter 5, table 503

1.6. Allowable Floor Areas
IBC section 503, 505

1.7. Allowable area increases
IBC section 506, 507

1.8. Maximum Height of Buildings
IBC section 504

1.9. Fire-resistive substitution

1.10. Occupancy Separations
IBC table 302.3.2

1.11. Fire Resistive Requirements

1.11.1. Exterior Walls - [_____] hour rating, IBC table 601, 602

1.11.2. Interior Bearing walls - [_____] hour rating

1.11.3. Structural frame - [_____] hour rating

1.11.4. Permanent partitions - [_____] hour rating

1.11.5. Shaft enclosures - [_____] hour rating

1.11.6. Floors & Floor-Ceilings - [_____] hour rating

1.11.7. Roofs and Roof Ceilings - [_____] hour rating

1.12. Automatic Sprinklers and others used to determine the need for automatic Extinguishing Equipment, Extinguishing Systems, Foam Systems, Standpipe

1.12.1. UFC 3-600-01, chapters 4 and 6 systems, wet chemical systems, etc. State which systems are required and to what criteria they will be designed.

1.12.2. UFC 3-600-01, Appendix B Occupancy Classification. Note the classification for each room. This may be accomplished by classifying the entire building and noting exceptions for rooms that differ (E.g. The entire building is Light Hazard except boiler room and storage rooms which are [_____] , etc.)

1.12.3. UFC 3-600-01, Chapter 3 Sprinkler Design Density, Sprinkler Design Area, Water Demand for Hose Streams (supply pressure and source requirements).

1.12.4. UFC 3-600-01, Chapter 4 Coverage per sprinkler head. Extended coverage sprinkler heads are not permitted.

1.12.5. Available Water Supply. Provide the results of the water flow tests showing the available water supply static pressure and residual pressure at flow. Based on this data and the estimated flow and pressure required for the sprinkler system, determine the need for a fire pump.

1.12.6. NFPA 13, Para. 8.16.4.6.1. Provide backflow preventer valves as required by the local municipality, authority, or water purveyor. Provide a test valve located downstream of the backflow preventer for flow testing the backflow preventer at full system demand flow. Route the discharge to an appropriate location outside the building.

1.13. Kitchen Cooking Exhaust Equipment

Describe when kitchen cooking exhaust equipment is provided for the project. Type of extinguishing systems for the equipment should be provided. per NFPA 96. Show all interlocks with manual release switches, fuel shutoff valves, electrical shunt trips, exhaust fans, and building alarms.

1.14. Portable Fire Extinguishers, fire classification and travel distance. per NFPA 10

1.15. Enclosure Protection and Penetration Requirements. - Opening Protectives and Through Penetrations

1.15.1. IBC Section 712, 715 and Table 715.3. Mechanical rooms, exit stairways, storage rooms, janitor [_____] hour rating. IBC Table 302.1.1

1.15.2. Fire Blocks, Draft Stops, Through Penetrations and Opening Protectives

1.16. Fire Dampers. Describe where fire dampers and smoke dampers are to be used (IBC Section 716 and NFPA 90A). State whether isolation smoke dampers are required at the air handler.

1.17. Detection Alarm and Communication. UFC 3-600-01, (Chapter 5); NFPA 101 para. 3.4 (chapters 12-42); NFPA 72

1.18. Mass Notification. Describe building/facility mass notification system (UFC 4-021-01) type and type of base-wide mass notification/communication system. State whether the visible notification appliances will be combined with the fire alarm system or kept separate. (Note: Navy has taken position to combine visible notification appliances with fire alarm).

1.19. Interior Finishes (classification). NFPA 101.10.2.3 and NFPA 101.7.1.4

1.20. Means of Egress

1.20.1. Separation of Means of Egress, NFPA 101 chapters 7 and 12-42; NFPA101.7.1.3

1.20.2. Occupant Load, NFPA101.7.3.1 and chapters 12-42.

1.20.3. Egress Capacity (stairs, corridors, ramps and doors) NFPA101.7.3.3

1.20.4. Number of Means of Egress, NFPA101.7.4 and chapters 12-42.

1.20.5. Dead end limits and Common Path of Travel, NFPA 101.7.5.1.6 and chapters 12-42.

1.20.6. Accessible Means of Egress (for accessible buildings), NFPA101.7.5.4

1.20.7. Measurement of Travel Distance to Exits, NFPA101.7.6 and chapters 12-42.

1.20.8. Discharge from Exits, NFPA101.7.7.2

1.20.9. Illumination of Means of Egress, NFPA101.7.8

1.20.10. Emergency Lighting, NFPA101.7.9

1.20.11. Marking of Means of Egress, NFPA101.7.10

1.21. Elevators, UFC 3-600-01, Chapter 6; IBC and ASME A17.1 - 2000,(Safety Code for Elevators and Escalators)

1.22. Accessibility Requirements, ADA and ABA Accessibility Guidelines for Buildings and Facilities

1.23. Certification of Fire Protection and Life Safety Code Requirements. (Note: Edit the Fire team membership if necessary). Preparers of this document certify the accuracy and completeness of the Fire Protection and Life Safety features for this project in accordance with the attached completed form(s).

1.24. Designer of Record. Certification of Fire protection and Life Safety Code Requirements. (Note: Edit the Fire team members if necessary). Preparers of this document certify the accuracy and completeness of the Fire Protection and Life Safety features of this project.

Fire Protection Engineer of Record:

Signature and Stamp

Date

OR

Architect of Record:

Signature and Stamp

Date

Mechanical Engineer of Record:

Signature and Stamp

Date

Electrical Engineer of Record:

Signature

Date

ATTACHMENT E

LEED SUBMITTALS

(NOTE TO SPECIFIER: ATTACH EXCEL SPREADSHEET FILENAME LEED SUBMITTAL.XLS
HERE)

Located at <http://en.sas.usace.army.mil> "Engineering Criteria"; "A/E Project Forms"; "Sustainable Design Documents"; "LEED 2.2 Documentation Requirements and Submittals Checklist"

RMS SUBMITTAL REGISTER INPUT FORM			CONTRACT NUMBER		DELIVERY ORDER																				
TITLE AND LOCATION																									
Button	<-----Right click for Instructions		TYPE OF SUBMITTAL								CLASSIFICATION				REVIEWING OFFICE										
SECTION	PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	01 - PRECON SUBMITTALS	02 - SHOP DRAWINGS	03 - PRODUCT DATA	04 - SAMPLES	05 - DESIGN DATA	06 - TEST REPORTS	07 - CERTIFICATES	08 - MFRS INSTRUCTIONS	09 - MFRS FIELD REPORT	10 - O&M DATA	11 - CLOSEOUT SUBMITTALS	FIO - FOR INFORMATION ONLY	GA - GOVERNMENT APPROVED	DA - DESIGNER OF RECORD APPROVAL	CR - CONFORMANCE REVIEW	DA / CR	DA / GA	DO - DISTRICT OFFICE	AO - AREA OFFICE	RO - RESIDENT OFFICE	PO - PROJECT OFFICE	DR - DESIGNER OF RECORD	AE - ARCHITECT / ENGINEER
00 72 00	52.236-13	Accident Prevention Plan	X													X				X					
00 73 00	1.11	Dev. From Accept. Design. No Deviation from Contract					X										X			X				X	
00 73 00	1.11	Dev. From Accepted Design - Deviates from Contract					X											X		X				X	
00 73 00	1.17	Supplemental Price Breakdown	X											X						X					
00 73 00	1.18	SSHO Qualifications	X												X					X					
01 10 00	5.5.2	Building Envelope Sealing Performance Testing						X						X						X					
01 10 00	***	Tests as Req by Codes - DOR Develops Test Program						X						X						X				X	
01 10 00	5.8.3	BAS Review Information		X													X			X	X			X	
01 10 00	5.8.3	BAS Performance Verification Test						X						X						X				X	
01 10 00	5.8.4	Testing Adjusting and Balancing						X						X						X				X	
01 10 00	5.8.5	Commissioning						X						X						X				X	
01 10 00	6.15	Environmental As Required for Site Specific						X								X				X				X	
01 10 00	6.16	Permits as required for Site specific						X								X				X				X	
01 10 00	5.10.2	Fire Protection Tests						X	X					X						X				X	
01 32 01.00 1C	3.4.1	Preliminary Project Schedule		X											X					X					
01 32 01.00 1C	3.4.2	Initial Project Schedule		X											X					X					
01 32 01.00 1C	3.4.3	Design Package Schedule		X											X					X					
01 32 01.00 1C	3.6.1	Periodic schedule updates from the Contractor		X											X					X					
01 32 01.00 1C	3.7	Time Extension Request (Schedule)		X											X					X					
01 33 00	1.8	Submittal Register - DOR Input Required		X											X					X				X	
01 33 00	1.8	Submittal Register Updates (Design Packages, etc.)		X											X					X				X	
01 33 00	1.3.1	Substitution of Manuf or Model Named in Proposal			X	X											X			X				X	
01 33 16	1.2	Identify Designer(s) of Record		X											X					X					
01 33 16	1.1.2 / 3.2.4	Fast Track Design Package(s)					X									X				X	X				
01 33 16	1.2	Identification of all Designers of Record		X												X				X					
01 33 16	3.2.1	Site and Utility Design Package, incl. Substantiation					X									X				X	X				
01 33 16	3.2.2/3.5	Interim Design Submittal Package(s), incl. Substantiation					X									X				X	X				
01 33 16	3.5.1	Drawings					X									X				X	X				
01 33 16	3.5.2.2	Sitework Design Analyses					X									X				X	X				
01 33 16	3.5.2.3	Structural Design Analyses					X									X				X	X				
01 33 16	3.5.2.4	Security Design Analyses					X									X				X	X				
01 33 16	3.5.2.5	Architectural Design Analyses					X									X				X	X				
01 33 16	3.5.2.6	Mechanical Design Analyses					X									X				X	X				
01 33 16	3.5.2.7	Life Safety Design Analyses					X									X				X	X				
01 33 16	3.5.2.8	Plumbing Design Analyses					X									X				X	X				
01 33 16	3.5.2.9	Elevator Design Analyses (as Applicable)					X									X				X	X				
01 33 16	3.5.2.10	Electrical Design Analyses					X									X				X	X				
01 33 16	3.5.2.11	Telecommunications Design Analyses					X									X				X	X				
01 33 16	3.5.2.12	Cathodic Protection Design Analyses					X									X				X	X				
01 33 16	3.5.3	Geotechnical Investigations and Reports					X									X				X	X				
01 33 16	3.5.4	LEED Documentation					X									X				X	X				
01 33 16	3.5.5	Energy Conservation Documentation					X									X				X	X				
01 33 16	3.5.6	Specifications					X									X				X	X				
01 33 16	3.5.7	Building Rendering					X									X				X	X				
01 33 16	3.2.4/3.7	Final Design Submittal Package(s), incl. Substantiation					X									X				X	X				
01 33 16	3.7.5	DD Form 1354 (Transfer of Real Property)											X			X				X					
01 33 16	3.2.5/3.8	Design Complete Submittal Package(s)					X									X				X	X				
01 33 16	3.3.3	Design and Code Review Checklists					X									X				X	X				
01 33 16	A-2.0	SID - Interim and Final (as applicable)			X	X	X								X					X					
01 33 16	B-2.0	FFE (as Applicable)					X								X					X					
01 45 04.00 1C	3.2	Design and Construction QC Plan		X												X				X					
01 57 20.00 10	1.2	Environmental Protection Plan		X												X				X					
01 78 02.00 1C	1.2.1	Final as-Built Drawings											X		X										
01 78 02.00 1C	1.2.7	Provide final as-built CADD and BIM Model files											X		X						X				
01 78 02.00 1C	1.2.9	Provide scans of all other docs in Adobe.pdf format											X		X						X				
01 78 02.00 1C	1.3.1	Equip-in-Place list of all installed equip and cost											X		X						X				
01 78 02.00 1C	1.3.2	Data on equip not addressed in O&M manuals											X		X						X				
01 78 02.00 1C	1.3.3	Final as-built specs - electronic files											X		X						X				
01 78 02.00 1C	1.4.2.1	Warranty management plan - FAR 52.246-21											X		X						X				
01 78 02.00 1C	1.4.2.1	Certificates of Warranty for extended warranty items											X		X						X				
01 78 02.00 1C	1.4.2.1	Contractor's POCs for implementing warranty process											X		X						X				
01 78 02.00 1C	1.4.2.1	List of each warranted equip, item, feature or system											X		X						X				
01 78 02.00 1C	1.5	See also Section 01 10 00 par. 5.8.4 and 5.8.5											X		X						X				
01 78 02.00 10	1.6.1.2	Equipment O&M Manuals - 1 electronic / 2 hard copies											X		X						X				
01 78 02.00 1C	1.10	List of Completed Cleanup Items											X				X				X				

ATTACHMENT F

BUILDING INFORMATION MODELING REQUIREMENTS

Version 1-04-08

Section 1 - Submittal Format

1.1 Design Deliverables. Develop all designs using Building Information Modeling (BIM) and Computer Aided Design (CAD) software. Design submittal drawings shall be Full Size, suitable for half-size (11"x17") scaled reproduction.

Section 2 – Design Requirements

2.1 Drawings. Deliver CAD files used for the creation of the Construction Documents Drawings per requirements in Section 01 33 16, the criteria of the USACE [ISSUING_DISTRICT] District, and as noted herein. Specification of a CAD file format for these Drawings does not limit which BIM application(s) or software(s) may be used for project development and execution.

2.2 BIM Model and Facility Data. Contractor shall select BIM application(s) and software(s) and develop project designs using BIM software. Use 3D graphic model(s) (the "Model") and associated intelligent attribute data ("Facility Data") created by this software to produce accurate Construction Documents. The Contractor will be provided with the Corps of Engineers BIM Workspace CD based on the Bentley System BIM to be utilized for submittals. The Contractor may be provided a baseline multi-discipline BIM Project Workspace for a CoS Facility Standard Design in the Bentley BIM v8 format for the purpose of site adaptation. The Workspace is dependent on specific versions of the Bentley BIM suite of products and only the versions of the software that are listed in the Contractor instructions included on the USACE BIM Workspace CD are permitted to be used.

2.2.1 IFC Coordination View. The Contractor's selected BIM application(s) and software(s) must be certified in the IFC Coordination View (2x3 or better. See www.iai-na.org). Submit any deviations from or additions to the IFC property sets for any new spaces, systems, and equipment for Government approval.

2.2.2 Submittal Requirements. BIM submittals shall be fully compatible with the Bentley BIM format version [BENTLEY_VERSION] and conform to the requirements of Section 3 and 4 below.

2.2.3 Implementation Plan.

2.2.3.1 Prior to the Initial Design Conference, submit an Implementation Plan, documenting viability of the BIM design and analysis technologies selected for the Project Model (integrated with the AEC CAD Standard) from concept development through As-Built as a design, production, coordination, construction, and documentation tool and the collaborative process by which it shall be implemented.

2.2.3.2 The Implementation Plan shall describe uses of BIM during design and construction phases to include value management, interference management, and design-change tracking, or such other uses as the Contractor proposes.

2.2.3.3 The Implementation Plan shall identify how the BIM data shall be managed and interoperate (data storage, sharing, viewing, quality control parameters in Section 2.3 Quality Control, and updating, as necessary) among all Contractor team members.

2.2.3.4 Conduct an Implementation Plan demonstration at the Initial Design Conference to review the Implementation Plan for clarification, and to verify the functionality of Model technology workflow and

processes. The Government shall confirm acceptability of the Plan or advise as to additional processes or activities necessary to be incorporated into the Plan. If modifications are required, the Contractor shall execute the modifications and resubmit the final Implementation Plan for Government acceptance. There will be no payment for design or construction until the Plan is acceptable to the Government. The Government may also withhold payment for design and construction for unacceptable performance in executing the Implementation Plan.

2.2.4 Model Components. The Model shall include the following, subject to Government concurrence:

2.2.4.1 Project Specific BIM Facility Data. Develop the Facility Data, consisting of a set of intelligent elements for the Model (e.g., doors, air handlers, electrical panels). This Facility Data shall include all material definitions, qualities, and attributes that are necessary for the Project facility design.

2.2.4.2 Project Specific Minimum Requirements. The Contractor's Model shall include, at a minimum, the requirements of Section 4 below. The Government must agree with any proposed modifications to minimum requirements before incorporation into the Model.

2.2.4.3 Facility Data Output. Each submittal under Section 3 shall include a list of Construction Documents (e.g., drawings, elevations, design sections and schedules, details) that shall be produced from the Facility Data and updated as necessary.

2.2.4.4 Model Granularity. Models may vary in level of detail for individual elements within a model, but at a minimum must include all features that would be included on a quarter inch ($1/4" = 1'0"$) scaled drawing (e.g. at least $1/16^{\text{th}}$, $1/8^{\text{th}}$ and $1/4^{\text{th}}$), or appropriately scaled civil drawings.

2.3 Quality Control. Implement quality control (QC) parameters for the Model, including:

2.3.1 Standards Checks. QC checking performed to ensure that the fonts, dimensions, line styles, levels and other construction document formatting issues are followed per the A/E/C CADD Standard.

2.3.2 Model Integrity Checks. QC validation used to ensure that the Project Facility Data set has no undefined, incorrectly defined or duplicated elements. Report non-compliant elements and provide justification acceptable to the Government if allowed to remain within the Model.

2.3.3 Other Parameters. Develop such other QC parameters as Contractor deems appropriate for the Project and provide to the Government for concurrence.

2.4 Design and Construction Reviews. Perform design and construction reviews at each submittal stage under Section 3 to test the Model, including:

2.4.1 Visual Checks. Checking to ensure the design intent has been followed and that there are no unintended elements in the Model.

2.4.2 Interference Management Checks. Locating conflicting spatial data in the Model where two elements are occupying the same physical space. Log hard interferences (e.g., mechanical vs. structural or mechanical vs. mechanical overlaps in the same location) and soft interferences (conflicts regarding service access, fireproofing, insulation) in a written report and resolve.

2.4.3 IFC Coordination View. Provide an IFC Coordination View in IFC Express format for all deliverables. Provide exported property set data for all IFC supported named building elements.

2.4.4 Other Parameters. Develop such other Review parameters as the Contractor deems appropriate for the Project and provide to the Government for concurrence.

Section 3 – Design Stage Submittal Requirements

3.1 Submittal Requirements.

3.1.1 Provide submittals in compliance with Implementation Plan deliverables at stages as described hereinafter.

3.1.2 Provide a Contractor-certified written report with each design submittal, confirming that consistency checks as identified in Paragraphs 2.3 and 2.4 have been completed for the design submittal. This report shall be discussed as part of the design review conference and shall address cross-discipline interferences, if any.

3.1.3 Following Government review and concurrence at each Stage in Paragraphs 3.3 through 3.5, provide the Government a 3-D interactive visualization from the Model in Bentley Navigator, Navisworks, Adobe 3D PDF 7.0 (or later), Google Earth KMZ or equivalent format. The Government may request other formats if needed to address Project-specific requirements.

3.2 Preliminary Implementation Review. Prior to the first Interim Design Submittal or Over-the-Shoulder Progress Review, demonstrate preliminary development of Model components and Facility Data identified in Paragraph 'Model Components'. Review the Model with the Government for conformity to program, massing, circulation, fire protection, security and sustainability Project requirements consistent with the Implementation Plan.

3.3 Interim Design Submittals.

3.3.1 BIM and CAD Data. The Model shall include architectural, interior design, structural, mechanical, electrical, plumbing and fire protection systems and Facility Data, as applicable to the Interim Design package(s). Provide the Model, Facility, Workspace and CAD Data files in native Bentley BIM/CAD and interoperable formats per Implementation Plan requirements, and any rendering files, on DVD/CDROM.

3.4 Final Design Submissions and Design Complete Submittals.

3.4.1 BIM and CAD Data. The Model shall include all design elements identified in Section 4, unless otherwise agreed by the Government. Secure Government acceptance of the Model from the Government before proceeding with commencement of construction, as described in paragraph 3.7.6 of Section 01 33 16. Provide the updated Model, Facility, Workspace and CAD Data and rendering files on DVD/CD-ROM.

3.5 Construction Submittals – Over-The-Shoulder Progress Reviews. Periodic quality control meetings or construction progress review meetings shall include quality control reviews on the implementation and use of the Model, including interference management and design change tracking information.

3.6 Final As-Builts BIM and CAD Data. Submit the final Model, Facility Data, and CAD files reflecting asbuilt conditions for Government Approval, as specified in Section 01 78 02. PROJECT CLOSEOUT.

Section 4 – BIM Model Minimum Requirements and Output

4.1 General Provisions. The deliverable Model shall be developed to include the systems described below as they would be built and the processes of installing them, and to reflect final as-built conditions. The deliverable model at the interim design stage and at the final design stage ("released for construction") shall be developed to include as many of the systems described below as are necessary and appropriate at that design stage.

4.2 Architectural/Interior Design. The Architectural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Additional minimum Model requirements include:

4.2.1 Spaces. The Model shall include spaces defining accurate net square footage and net volume, and holding data for the room finish schedule for including room names and numbers. Include Programmatic Information provided by the Government or validated program to verify design space against programmed space, using this information to validate area quantities.

4.2.2. Walls and Curtain Walls. Each wall shall be depicted to the exact height, length, width and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements

4.2.3 Doors, Windows and Louvers. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.

4.2.4 Roof. The Model shall include the roof configuration, drainage system, major penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and generic wall sections where roof design elements are depicted.

4.2.5 Floors. The floor slab shall be developed in the structural Model and then referenced by the architectural Model for each floor of the Project building.

4.2.6 Ceilings. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and generic wall sections where ceiling design elements are depicted.

4.2.7 Vertical Circulation. All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

4.2.8 Architectural Specialties and Woodwork. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and woodwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

4.2.9 Signage. The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.

4.2.10 Schedules. Provide door, window, hardware, sets using BHMA designations, flooring, and wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.

4.3 Furniture/Fixtures/Equipment. 3D representation of FFE elements is preferred. For projects with an extensive systems furniture layout that may impact BIM system performance the Contractor will contact the Government for consideration of 2D representation. The FFE systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Additional minimum Model requirements include:

4.3.1 Furniture. The furniture systems Model may vary in level of detail for individual elements within a Model, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and shall include all relevant office equipment and furniture system layouts, with necessary intelligence to produce accurate plans, sections, perspectives and elevations necessary to completely depict furniture systems locations and sizes.

4.3.1.1 System Coordination. Furniture that makes use of electrical, data, plumbing or other features shall include the necessary intelligence to produce coordinated documents and data.

4.3.2 Fixtures and Equipment. Fixtures and equipment shall be depicted to meet layout requirements with the necessary intelligence to produce accurate plans, elevations, sections and schedules depicting their configuration

4.3.3 Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.

4.4 Structural. The structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Additional minimum Model requirements include:

4.4.1 Foundations. All necessary foundation and/or footing elements, with necessary intelligence to produce accurate plans and elevations.

4.4.2 Floor Slabs. Structural floor slabs shall be depicted, including all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted.

4.4.3 Structural Steel. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans and related building/wall sections.

4.4.4 Cast-in-Place Concrete. All walls, columns, and beams, including necessary intelligence to produce accurate plans and building/wall sections depicting cast-in-place concrete elements.

4.4.5 Expansion/Contraction Joints. Joints shall be accurately depicted.

4.4.6 Stairs. The structural Model shall include all necessary openings and framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.

4.4.7 Shafts and Pits. The structural Model shall include all necessary shafts, pits, and openings, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.

4.5 Mechanical. The mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Small diameter (less than 1-1/2" NPS) field-routed piping is not required in the model unless there are space constraints, is necessary for procurement or estimating purposes, or is essential to show operation. Additional minimum Model requirements include:

4.5.1 HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution ducts for supply, return, and ventilation and exhaust ducts, including control system, registers, diffusers, grills and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules. All piping 1-1/2" NPS and larger shall be modeled.

4.5.1.1 Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules. All piping larger than 1.5" diameter shall be modeled.

4.5.2 Plumbing. All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All piping larger than 1.5" diameter shall be modeled.

4.5.3 Equipment Clearances. All HVAC and Plumbing equipment clearances shall be modeled for use in interference management and maintenance access requirements.

4.5.4 Elevator Equipment. The Model shall include the necessary equipment and control system, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

4.6 Electrical/Telecommunications. The electrical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required in the

BIM model unless there are space constraints, is necessary for procurement or estimating purposes, or is essential to show operation. Additional minimum Model requirements include:

4.6.1 Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panelboards and control systems), including necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents. Lighting and power built into furniture/equipment shall be modeled.

4.6.2 Special Electrical Systems. All necessary special electrical components (i.e., security, Mass Notification, Public Address, nurse call and other special occupancies, and control systems), including necessary intelligence to produce accurate plans, details and schedules.

4.6.3 Grounding Systems. All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, bonding), including necessary intelligence to produce accurate plans, details and schedules.

4.6.4 Communications. All existing and new communications service controls and connections, both above ground and underground with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents. Communications conduit larger than 1.5" shall be modeled.

4.6.5 Exterior Building Lighting. All necessary exterior lighting with necessary intelligence to produce accurate plans, elevations and schedules. The exterior building lighting Model shall include all necessary lighting, relevant existing and proposed support utility lines and equipment required with necessary intelligence to produce accurate plans, details and schedules.

4.6.6 Equipment Clearances. All lighting and communications equipment clearances and no-fly zones shall be modeled for use in interference management and maintenance access requirements.

4.7 Fire Protection. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Additional minimum Model requirements include:

4.7.1 Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

4.7.2 Fire Alarms. Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.

4.8 Civil. The civil Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a one inch (1"=100') scaled drawing. Additional minimum Model requirements include:

4.8.1 Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.

4.8.2 Drainage. All existing and new drainage piping, including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.

4.8.3 Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, including upgrades thereto, on the Project site with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles for the Project site.

4.8.4 Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly created utilities, and all existing above ground and underground utility conduits, including necessary

intelligence to produce accurate plans and site-sections.

4.8.5 Roads and Parking. All necessary roadways and parking lots or parking structures, including necessary intelligence to produce accurate plans, profiles and cross-sections.

Section 5 - Ownership and Rights in Data

5.1 Ownership. The Government has ownership of and rights at the date of Closeout Submittal to all CAD files, BIM Model, and Facility Data developed for the Project in accordance with FAR Part 27, Contract Clauses and Special Contract Requirement. The Government may make use of this data following any deliverable.

Section 6 – Contractor Electives

6.1 Applicable Criteria. If the Contractor elected to include one or more of the following features as an elective in its accepted contract proposal for additional credit during the source selection, as described in the proposal submission requirements and evaluation criteria, the following criteria are requirements, as applicable to those elective feature(s).

6.2 COBIE Compliance. The Model and Facility Data for the Project shall fulfill Construction Operations Building Information Exchange (COBIE) requirements, including all requirements for the indexing and submission of Portable Document Format (PDF) and other appropriate file formats that would otherwise be printed and submitted in compliance with Project operations and maintenance handover requirements.

6.2.1 Electronic Exchange. The National Building Information Model Standard (NBIMS) COBIE format shall be used for electronic exchange on this Project. Compile a COBIE index on the Microsoft Excel spreadsheet provided by NBIMS at www.nbims.org. Unless otherwise noted, also provide information identified in the COBIE Pilot Implementation Standard worksheets.

6.3 Project Scheduling using the Model. In the Implementation Plan and during the Preliminary Implementation Review, provide an overview of the use of BIM in the development and support of the project construction schedule.

6.3.1 Submittal Requirements. During the Submittal stages, the Contractor shall deliver the construction schedule with information derived from the Model.

6.3.1.2 Construction Submittals – Over-The-Shoulder Progress Reviews. Periodic quality control meetings or construction progress review meetings shall include quality control reviews on the implementation and use of the Model for project scheduling.

6.4 Cost Estimating. In the Implementation Plan and during the Preliminary Implementation Review, provide an overview of the use of BIM in the development and support of cost estimating requirements, or other applications such as cost analysis and estimate validation.

6.4.1 Submittal Requirements. During the Submittal stages, the Contractor shall deliver cost estimating information derived from the Model.

6.4.2 Project completion. At project completion, the Contractor shall provide an MII (Micro Computer Aided Cost Estimating System Generation II) Cost Estimate which follows the USACE Cost Engineering Military Work Breakdown System (WBS), a modified uniformat, to at least the sub-systems level and uses quantity information supplied directly from BIM output to the maximum extent possible, though other "Gap" quantity information will be included as necessary for a complete and accurate cost estimate.

6.4.2.1 Sub system level extracted quantities from the BIM for use within the estimate shall be provided according to how detailed line items or tasks should be installed/built so that accurate costs can be developed and/or reflected. Therefore, when developing a BIM, the designer shall be cognizant of what

tasks need to be separated appropriately at the beginning stages of model development, such as tasks done on the first floor versus the same task on higher floors that will be more labor intensive and therefore need to have a separate quantity and be priced differently. Tasks and their extracted quantities from the BIM shall be broken down by their location (proximity in the structure) as well as the complexity of its installation.

6.4.2.2 At all design stages it shall be understood that BIM output as described in this document will not generate all quantities that are necessary in order to develop a complete and accurate cost estimate of the project based on the design. An example of this would be plumbing that is less than 1.5" diameter and therefore not expected to be modeled due to granularity; this information is commonly referred to as The Gap. Quantities from The Gap and their associated costs shall be included in the final project actual cost estimates as well.

ATTACHMENT G

DESIGN SUBMITTAL DIRECTORY AND SUBDIRECTORY FILE ARRANGEMENT

Organize electronic design submittal files in a subdirectory/file structure in accordance with the following table.

The Contractor may suggest a slightly different structure, subject to the discretion of the government.

Design Submittal Directory and Subdirectory File Arrangement.

Directory	Sub-Directory	Sub-Directory or Files	Files
Submittal/Package Name	Narratives	PDF file or files with updated design narrative for each applicable design discipline	
	Drawings	PDF (subdirectory)	Single PDF file with all applicable drawing sheets - bookmarked by sheet number and name
		BIM (subdirectory) See Attachment F.	BIM project folder (with files) per the USACE Workspace. Include an Excel drawing index file with each drawing sheet listed by sheet #, name and corresponding dgn file name (Final Design & Design Complete only)
	Design Analysis & Calculations	Individual PDF files containing design analysis and calculations for each discipline applicable to the submittal	
		PDF file with Fire Protection and Life Safety Code Review checklist	
	LEED	PDF file with updated Leed Check List	
		PDF file or files with LEED Templates for each point with applicable documentation included in each file.	
		LEED 2.2 Documentation Requirements and Submittals	

		Checklist	
	Energy Analysis	PDF with baseline energy consumption analysis	
		PDF with actual building energy consumption analysis	
	Specifications	Single PDF file with table of contents and all applicable specifications sections.	
		Submittal Register (Final Design & Design Complete submittal only)	
	Design Quality Control	PDF file or files with DQC checklist(s) and/or statements	
	Building Rendering(s)	PDF file of rendering for each building type included in contract (Final Design & Design Complete).	

ATTACHMENT H

ANALYSIS OF WINDOW UNIT STRUCTURAL SUPPORT

The following information is intended to reinforce Standard #10 of UFC 4-010-01, stressing structural analysis of supporting structure for window units. See also paragraphs B 3.1.2 and B 3.1.4 of that document: The designer must verify the adequacy of the structure surrounding the window unit (for all window sizes for each typical floor height in each building) to withstand the specified loads transmitted to the structure from the windows. In place of an equivalent static approach to design, a dynamic analysis can be used. A dynamic analysis computer program SBEDS developed by the U.S. Army Corps of Engineers Protective Design Center (PDC) is available for use (the program may be downloaded free of charge from the PDC website once the designer is registered). Use dynamic analysis, based upon the appropriate explosive weight(s) at the standoff distance(s) provided. Standoff distances used shall be in concurrence Anti-Terrorism/Force Protection (ATFP), which specifies setback distances no greater than 45-meters (148-feet) for explosive weight I and 25-meters (82-feet) for explosive weight II. Also, use material response limits associated with the appropriate materials and level of protection. Design connections of the supporting structural elements to develop the capacity of the member; however, loads do not need to be transferred to the rest of the structure if conventional construction distances are provided. If a dynamic or static analysis is used, submit the results of the analysis, signed by a licensed Professional Engineer. A concise narrative shall accompany the calculation submittal, describing the analysis performed and including the name and version of the analysis program.

SECTION 01 34 00

SURVEY, LAYOUT, AND OTHER DATA
01/06

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

[SD-01 Preconstruction Submittals](#)[Contract Survey Data; G, RO](#)

The Contractor shall furnish verification of basic survey data prior to disturbing existing site conditions in accordance with Paragraph CONTRACTOR VERIFICATION OF CONTRACT SURVEY DATA.

[SD-02 Shop Drawings](#)[Underground Storage Tanks](#)

Furnish the Contracting Officer notification of tank installation and other data in accordance with Paragraph UNDERGROUND STORAGE TANKS.

[Progress Photographs](#)

Provide color slides of the project construction in accordance with Paragraph "PROGRESS PHOTOGRAPHS".

[Plant Layout Drawings; G, RO](#)

Furnish drawings and other data concerning the principal components of the construction plant, offices, and shop and storage areas the Contractor proposes to construct at the site in accordance with Paragraph PLANT LAYOUT DRAWINGS.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONTRACTOR VERIFICATION OF [CONTRACT SURVEY DATA](#)

During initial site layout and before existing conditions are disturbed the Contractor shall verify, in writing, the basic survey data provided on the Contract drawings. Verification shall be initiated from the point shown on the Contract drawings or from the Contract drawing reference point designated by the Contracting Officer's authorized representative and shall include, as a minimum, benchmark elevations, horizontal control points, and sufficient spot checks of critical elevations to ensure that the survey data adequately reflects existing conditions. The Contractor shall not proceed with construction until survey verification is provided to the Contracting Officer's authorized representative. Before an existing benchmark referenced on the Contract drawings is disturbed the Contractor

shall establish a new benchmark which has been approved by the Contracting Officer's authorized representative. Benchmarks which are destroyed without authorization from the Contracting Officer's authorized representative must be replaced at the Contractor's expense as prescribed in clause "Layout of Work" in Section 00700, Contract Clauses. The Contractor shall refer to Contract Clauses, "Differing Site Conditions" and "Site Investigation and Conditions Affecting the Work," for additional requirements.

3.2 UNDERGROUND STORAGE TANKS

In addition to any other requirements for submittal, the Contractor shall, within 5 days of installation of any underground storage tanks under this Contract, notify the COR the date of installation. The notification shall also include the following information:

- a. A plan view showing the tank's location.
- b. Projected date the tank will begin operation.
- c. Total capacity of tank in gallons.
- d. The material used in the construction of the tank.
- e. Internal protection of the tank.
- f. External protection of the tank.
- g. Type of piping and if piping is cathodically protected.
- h. Type of substance to be stored in the tank.

3.3 PLANT LAYOUT DRAWINGS (1965 APR OCE) (EFARS 52.2/9109(f))

Drawings, in triplicate, showing the layout of the plant the Contractor proposes to use on the work shall be submitted by the Contractor for review by the Contracting Officer. The drawings shall show the locations of the principal components of the construction plant; offices; shop and storage buildings; housing facilities, if any; and storage areas and yards which the Contractor proposes to construct at the site of the work and elsewhere. The Contractor shall also submit, for approval, drawings in triplicate, showing the general features of his aggregate processing plant; aggregate transporting, storage and reclaiming facilities; aggregate rinsing and dewatering plant, if required; coarse aggregate rescreening plant, if required; concrete batching and mixing plant; concrete conveying and placing plant; and when precooling of concrete is required, the cooling plant. The drawing shall appropriately show the capacity of each major feature of the plant including the rated capacity of the aggregate production plant in tons per hour of fine and coarse aggregates; rated capacity of the aggregate transporting, storage and reclaiming facilities; volume of aggregate storage; capacity of cement and pozzolan storage; rated capacity of the concrete batching and mixing plant in cubic yards per hour; rated capacity of the concrete transporting and placing plant in cubic yards per hour; and when used rated capacity of plant for precooling of concrete. Drawings in triplicate showing any changes in plant made during design and erection or after the plant is in operation shall be submitted for approval. Two sets of the drawings will be retained by the Government and one set will be returned to the Contractor with comments.

3.4 PROGRESS PHOTOGRAPHS

If required by a task order, the Contractor shall make a representative series of 35 mm, color slides consisting of six before, six during, and six after construction of the project. Slides shall be taken as directed by the Contracting Officer and shall be delivered to the Contracting Officer.

-- End of Section --

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SECTION 01 35 13

SPECIAL CONTRACT REQUIREMENTS
01/06

PART 1 GENERAL

1.1 HAUL ROUTES

The Contractor shall use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor shall obtain approval of the Contracting Officer for haul routes he intends to use. The Contractor shall maintain the haul routes and keep the dust problem under control by wetting the surface as needed. Sweep and clean pavements as necessary to remove spillage resulting from the hauling operations. After hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this Contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 12,000 pounds.

1.2 PARTNERING

Following Contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the Contract price. Participation will not result in any change in the terms or price of the Contract.

1.3 INSTALLATION REGULATIONS

The Contractor shall ensure that workers abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the Contract price for the work.

1.4 ERECTION OF SIGNS

1.4.1 Army Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4-foot by 4-foot right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color

No. 37038, Fed. Std. 595a) lettering. The 2-foot by 4-foot left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering.

1.4.2 Fort Bragg Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800.

1.4.3 Air Force Project Sign

The Contractor shall furnish and erect a project sign in the location as selected by the Contracting Officer. Details of construction shall be as shown on sketches included in Attachment 1 to Section 00800. The sign shall be constructed of 1/2 inch thick (or metric equivalent), grade A-C, exterior type plywood. The sign shall receive one coat primer paint followed by two coats brown color paint in accordance with Fed. Std. 595a, Color No. 20100 semigloss exterior type enamel. Lettering must be white gloss exterior type enamel (Fed. Std. 595a, Color No. 37875). Windows and door of the Castle and logo background shall be painted white (Fed. Std. 595a, Color No. 37875). The Castle and inner border line shall be brown (Fed. Std. 595a, Color No. 20100). Upon completion of work under this Contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

The Engineering and Services Directorate emblem (AFVA 85-3) may be acquired by sending a letter; a completed DD Form 1149, Requisition and Invoice/Shipping Document; or a DA Form 17, Requisition for Publications (Army customers) to:

The Air Force Publishing Distribution Center
2800 Eastern Boulevard
Baltimore, MD 21220-2898

1.5 CONTRACTUAL RESPONSIBILITIES IN THE EVENT OF ENCOUNTER WITH CONTAMINATION

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer (CO). The CO will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt the work for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212 12 "SUSPENSION OF WORK". The Government will make an assessment of the contaminated site as it determines to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.

d. Terminate the Contract for the convenience of the Government as provided in FAR 52.249 1 "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM)" or FAR 52.249 2 "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I" as applicable.

1.6 CONSTRUCTION SCHEDULE RESTRAINTS

1.6.1 Occupancy

The state of occupancy of each work site will be determined with each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this Contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.6.2 Protection

Contractor shall provide covering, shields, and barricades as necessary to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture, or other cause of damage resulting from construction.

1.6.3 Phasing and Sequence

In addition to the submittals required by Contract Clause FAR 52.236-15 "SCHEDULES FOR CONSTRUCTION CONTRACTS", the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s). Special work restraints will be determined with each task order.

1.6.4 Time of Performance

Work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.6.5 Outages

If the work requires outages of utility systems or building systems, the Contractor shall submit a written request to the Contracting Officer for approval a minimum of 2 weeks in advance of the time requested for said outage. Work requiring outages of utilities or building systems will be accomplished in accordance with approved schedule(s). Contractor is responsible for unauthorized utility disruptions that cause damage or loss to the Government's real property, equipment, or operations and for utility disruptions that extend beyond this period.

Limits of Duration:

Water ----- 4 hours
Sewer ----- 4 hours
Electricity ----- 4 hours
Natural Gas: Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours
LP Gas: Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours
#2 Fuel Oil: Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours
High Temperature Water (HTW): Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours
Steam: Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours
Chilled Water: Seasons to be determined by installation
 During heating season -- 3 hours
 During cooling season -- 6 hours

The cooling season at Fort Bragg is 15 April through 31 October and the heating season at Fort Bragg is 31 October through 15 April.

The Contractor shall provide temporary utilities systems for any utility outage longer than the limits of duration shown above.

1.6.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance.

1.6.7 Excavation Permits

An excavation permit shall be presented to the Area/Resident Engineer and approved by the Facilities Engineer 7 working days prior to any excavation that penetrates the ground by 6 or more inches. The Contractor shall contact the Area/Resident Engineer's Office for an appointment for spotting of utility lines. A signed copy of the digging permit shall be kept on site at all times.

1.6.8 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days.

1.6.9 Construction Debris

Construction debris (stumps, limbs, leaves, concrete, masonry, brick, uncontaminated earth, steel, and glass) will be disposed of in the disposal

area located in an approved off-base landfill at the Contractor's expense. Combustible material shall be disposed of in a sanitary fill area located off the site at the Contractor's expense.

1.6.9.1 Trash Containers

Trash containers on the job site must be covered at all times to ensure that trash does not blow around. In addition, all light/loose material will be secured such that it will not blow around during windy weather.

1.6.9.2 Construction Debris Leaving Site

Construction debris/trash that leaves the project site will be covered from the time that it leaves the construction site. Any mud or soil which leaves the project site will be cleaned up by the Contractor immediately upon discovery or notification of such an occurrence.

1.6.10 Existing Features

Contractor shall maintain existing landforms, drainage patterns, and healthy, mature vegetation to the maximum extent possible and will replace damaged vegetation, sod, and ground cover.

1.6.11 Topsoil

Any suitable topsoil stripped from the site during the course of work shall be stockpiled onsite for reuse. Any excess topsoil remaining upon completion of project shall be stockpiled in the DPW compound.

1.6.12 Unforeseen Conditions

Any unforeseen site conditions, unmapped utility systems, or historical/archeological items encountered during site surveys, soil borings, or construction excavation will be reported to the Contracting Officer.

1.6.13 Damages

The Contractor shall replace utility systems, facilities, or Government equipment damaged during the course of the Contract.

1.6.14 Mowing

The Contractor shall mow the grass on the construction site weekly or when the following conditions warrant: centipede grass will be maintained to a maximum height of 2 inches and a minimum height of 1 inch; all other grasses will be mowed to keep the height of the grass to a maximum of 4 inches and a minimum of 2 inches.

1.7 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

1.7.1 Unauthorized Personnel

The Contractor shall not accept instructions issued by any person employed by the U. S. Government or otherwise, other than the Contracting Officer or the Contracting Officer's representatives (the Administrative Contracting Officer (ACO) and the Contracting Officer's Representative (COR)) acting within the limits of their authority. The ACO and COR, and the scope of their authority, will be designated in writing and identified to the

Contractor.

1.7.2 Unauthorized Instructions

Only information contained in an authorized amendment or modification to the Contract, or a task order duly issued by the Contracting Officer, may be considered by the Contractor as grounds for deviation from any stipulation of the Contract, any modification, referenced drawings, and/or specifications. No information received from any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

1.8 CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the Contractor shall furnish the COR, within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing).

1.9 SAFETY AND HEALTH

1.9.1 Publications

The publications listed in Section 01080 DESCRIPTION/SPECS/WORK STATEMENT are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.9.2 Definition of Hazardous Materials

Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead-based paint, but may include others.

1.9.3 Asbestos

Asbestos containing material (ACM) demolition may be required under this Contract.

1.9.3.1 Risks of Exposure

The Contractor is warned that exposure to airborne asbestos has been associated with four diseases: Lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

1.9.3.2 Types of Asbestos

The Contractor is advised that friable and/or non-friable ACM may be encountered in area(s) where work is to be performed. Friable ACM is material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable ACM are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations

may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

1.9.3.3 Release of Asbestos Fibers

Care shall be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1002 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around ACM. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

1.9.3.4 Use of Asbestos

Use of friable ACM is not permitted (ETL 1110-1-118, 27 May 1983). Plans and specifications for new construction and modification projects will be reviewed to insure friable ACM is not specified.

1.9.3.5 Precautions

Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable ACM will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

1.9.4 Lead-Based Paint

The Contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer. Any remediation of this type will be conducted under separate contract.

1.10 INSTALLATION DESIGN GUIDE

The appropriate installation design guide for each task order provides guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment.

1.11 NOISE CONTROL

The Contractor shall comply with all applicable Federal, State, local, and installation laws, ordinances, and regulations relative to noise control.

1.12 ADP SUPPORT REQUIREMENTS

The Contractor shall obtain, maintain, and operate an operational computer system which is compatible with the Government computer systems and networks. The Contractor shall obtain an automation system at its own expense. Ownership of this system shall remain with the Contractor.

1.13 GOVERNMENT-FURNISHED SITE

The Contracting Officer will designate a site for the Contractor's use.

The Contractor shall provide trailers and storage rooms to house staff personnel and equipment used in this Contract, and shall connect to existing utility lines.

1.14 GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

1.14.1 Identification and Receipt

If Government property is furnished as part of a task order, it will be identified on the task order. The Government property shall be received, loaded, and transported from the storage site by the Contractor. The Contractor shall establish a hand receipt with the appropriate Property Officer to receive the supplies as directed by the Contracting Officer.

1.14.2 Loss or Damage

The Contractor assumes the risk and responsibility for loss or damage to Government-furnished property as defined in FAR 52.245-2(g).

1.14.3 Disposition

The Contractor shall follow the instructions of the Contracting Officer or his designated representative regarding the disposition of all Government-furnished property not consumed in performance of a task order.

1.15 SALVAGEABLE AND REPAIRABLE MATERIALS

1.15.1 Salvageable Material

Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable and equipment designated on the drawings or specifications shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

1.15.2 Repairable Material

Material classified by the Contracting Officer as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

1.15.3 Other Materials

Material and equipment removed and not identified to be turned in to the Contracting Officer will become the property of the Contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

1.15.4 Inventory

Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and shall be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this Contract. Identified materials will be delivered as directed by the Contracting Officer either to the DPW or through the DPW to the Defense Reutilization and Marketing Office (DRMO). For materials to be delivered

to DRMO, the Contractor shall fill out DA Form 1348 (Turn-In Slip) and present it for signature to the Real Property Accountable Officer at DPW.

1.16 TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or COR. On those sites where no toilet facilities are available, the Contractor shall provide portable chemical latrines (registered by TNRCC), at no additional cost to the Government. These facilities shall be maintained in accordance with the installation's safety office.

1.17 IDENTIFICATION OF PERSONNEL

1.17.1 Badges

The Contractor shall furnish an identification badge/card to each worker prior to commencement of work onsite, which shall be worn while on the job site. As a minimum, the Contractor's name and phone number, title of Contract, and worker's photograph name/identification shall be displayed on the badge/card. All prescribed identification shall immediately be delivered to the Contracting Officer or COR for cancellation upon the release of any employee.

1.17.2 Clothing

Clothing worn by all Contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official Contractor logos and uniforms are permissible.

1.18 DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL

The Contractor shall obtain written approval from the Contracting Officer or COR prior to making any changes in his proposed management staff set forth in his technical proposal.

1.19 PROPOSED SUBCONTRACTORS

The Contractor shall submit with the proposal for each task order a list of subcontractors who will perform work under each task order. The Contractor shall update this list monthly and submit the updated list through the COR to the Ordering Officer by the 10th day of each month. This update shall contain all subcontractor deviations (increases/decreases) from the original list of contemplated subcontractors provided in the technical proposal.

1.20 PROBLEM REPORTING

The Contractor shall promptly report to the Contracting Officer's Representative all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title are acceptable to the COR.

1.21 PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

The Contractor shall obtain archeological clearance from the Environmental Office prior to conducting any ground disturbing action in areas where archeological resources exist. This includes all areas except improved roads, grounds, and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor.

1.22 LIMITED ACCESS TO FORT

1.22.1 Roadways

The Contractor shall, under regulations prescribed by the Provost Marshal, use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above and not develop new ingress or egress roads without specific written instructions from the Provost Marshal. The Contractor shall insure that personnel use designated parking areas only. Vehicles shall not be parked on grassy areas. The Contractor shall ensure the subcontractors comply with these provisions.

1.22.2 Noncompliance

If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue a stop work order. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor.

1.22.3 Vehicles

Vehicles operated in support of the Contract, including Contractor and Contractor employees' privately owned vehicles (POVs) and subcontractor vehicles, shall be registered, insured, licensed, and inspected for compliance with applicable Federal, State, and local safety requirements.

1.23 GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of Contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

1.24 SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this Contract include but are not necessarily limited to the following:

- a. site clearing, site drainage and utilities, earthwork, roads and walks,
- b. building renovation,
- c. cast-in-place concrete, brick masonry, block and tile masonry,
- d. structural metal, metal joists and decking,
- e. rough carpentry, finish carpentry, built-in cabinetry and furniture,

- f. roofing and siding,
- g. sheet metal work,
- h. doors, windows and glazing, window coverings, entrances and store fronts,
- i. lath and plaster, drywall, painting and wall coverings,
- j. floor tile and carpeting,
- k. pipe and fittings, plumbing devices and fixtures,
- l. fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment,
- m. heating and air conditioning and ventilating equipment and systems, ducts and controls,
- n. boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting and primary and secondary power systems.

1.25 ACCESS TO FAMILY HOUSING

Scheduling of access to family housing units shall be coordinated with the appropriate Family Housing Division at the work site for each task order through the Contracting Officer's Representative and shall comply with the following:

1.25.1 Work Hours

Work shall be performed during normal duty hours from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding Federal legal holidays, unless specifically authorized by the Contracting Officer or as required for a scheduled interruption. Federal legal holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday.

1.25.2 Government Notice to Occupants

Family Housing office at the installation (the Government) will notify family quarters occupants by letter of the general time frame in which the Contractor will be allowed access to their set of quarters. This general schedule will be based on the Contractor's schedule, submitted in accordance with FAR 52.236-15 "SCHEDULES FOR CONSTRUCTION CONTRACTS".

1.25.3 Contractor Notice to Occupants

The Contractor shall notify, in writing, the occupants of each family housing unit of the specific day access is desired and the exact nature of the work to be performed. This notice must be given a minimum of 2 weeks in advance. The procedure for accomplishing this is as follows:

a. Within 30 days of receipt of the Notice to Proceed, but before starting work, the Contractor shall either mail or deliver a letter (see Sample Letter No. 1 in Attachment 1 to Section 00800) addressed to the occupants of dwelling units involved and include the following information:

(1) An informative statement that the Contractor has been engaged to accomplish certain work in the occupant's dwelling unit.

(2) A description of the work to be accomplished and the date the total project is to be completed.

(3) A description of the time frames and location in which access will be necessary to perform the work. (Multiple access requirements shall

be carefully defined.)

(4) A statement that a responsible adult (18 years or older) will have to be present (on the premises) during all phases of work in which interior access will be required.

(5) A statement that all vehicles must be removed from the immediate vicinity of the building prior to the beginning of work.

(6) The name and phone number of a point of contact to which the occupants should report access coordination problems. (Long distance phone numbers must include area codes and a statement that the Contractor will bear the expense of collect calls.) A time frame in which phone calls will be received.

(7) A return mailing address to which inquiries may be directed.

(8) Include one of the following statements as it applies to this project:

(a) A request to gain access at a specific time on a specific date or dates for a specific time period. (Applicable only for dwelling units to be completed within 14 calendar days of the date Letter No. 1 is sent.)

(b) A statement that a Contractor's Representative will be in contact with the occupant 2 weeks prior to actual access requirements.

(9) A request for the occupant to accelerate work progress by removing any occupant owned items in the work area that might impede the flow of work.

(10) A courteous salutation.

(11) The letter is to be approved by the Contracting Officer, and a copy of same is to be furnished to the Contracting Officer. No work may commence until this requirement has been accomplished in total.

b. At 14 calendar days prior to actual access requirements at a particular dwelling unit, the Contractor shall send another approved letter reminding the occupant that he is doing this work and this letter (see Sample Letter No. 2 in Attachment 1 to Section 00800) shall include the same information as Sample Letter No. 1 with an update as to when access will be required. Letter No. 2 should include a request that the occupant call the Contractor to verify that access will be available.

c. Between 2 and 4 days prior to actual access requirements, the Contractor shall either send or deliver a third notice that access is needed. This letter (see Sample Letter No. 3 in Attachment 1 to Section 00800) is to include the following:

(1) All of the information required in Letter No. 2 with another update of the exact time, date and for what period access will be required.

(2) Include one of the following statements as it applies to each individual dwelling unit:

- (a) A statement that coordination has not been completed because no access agreement has yet been finalized.
- (b) A statement that failure to set this agreement will possibly impede the progress of this work.
- (c) Another request that the occupant make contact with the Contractor's Representative to coordinate access.
- d. The Contractor shall meet the agreed upon schedule that his representative prearranged with the family housing occupant.
- e. If at this point no agreement has been arranged, the Contractor shall report to work at the time at which he had previously requested access. If access is not available, he shall furnish and leave a note fastened to the front door handle to inform the occupant that the Contractor needs access to the quarters (see Sample Fourth Notice in Attachment 1 to Section 00800). Again, a phone number, point of contact, and mission statement is required.
- f. The Contractor shall return to the dwelling unit at least 4 days later to try again to gain access.
 - (1) If access is not available at this time, the Contractor shall again leave a notice on the front door knob (see Sample Fifth Notice in Attachment 1 to Section 00800) and at this time request in writing the assistance of the Family Housing Branch Office through the Contracting Officer's Representative to determine the status of the dwelling unit and/or effect notification through the command of the occupant's military unit.
 - (2) The Contractor shall repeatedly place notices on the door knob every 4 days until a time 2 days prior to the completion date of the Contract or until the work is completed.
- g. In the event that an access agreement is never reached within the time constraints of this Contract, consideration will be given to extending the time limit. No money shall be paid for materials or labor not used because an access agreement was not effected.
- h. The Contractor is hereby put on notice that these occupants have peculiar and extenuating demands on their time and on their transit status. It is, therefore, incumbent upon the Contractor to make every reasonable effort to communicate with the occupants on a one on one basis to accommodate their requirements.
- i. If, for some reason, the occupant refuses to allow access to the quarters or if the Contractor's personnel are required to stop work on that dwelling unit because the occupant leaves, the Contractor shall notify the Contracting Officer's Representative immediately and receive directions from the Contracting Officer or COR.
- j. All letters and notices required herein shall be prepared in the correct number by the Contractor and shown to the Contracting Officer's Representative prior to distribution.
- k. It should be understood by the Contractor that, even with the notification system outlined above, access to some units of family housing will not be available the first time, and it may be necessary to renotify

the occupants. After two unsuccessful attempts by the Contractor, the COR will be notified and will effect final notification.

1.25.4 Access

The Contractor and his employees shall not enter family housing units without the occupants being present. In the case of unoccupied quarters, the Family Housing office will provide access.

1.25.5 Disruptions

The Contractor shall schedule his work in a manner that will reduce the inconvenience to the family housing occupants to a minimum. The Contractor shall finish his daily increments of work to the extent that the family housing units are habitable and functional. The Contractor will ensure that all his employees entering family housing make every reasonable effort to refrain from tracking in dirt or mud and other extraneous matter. It shall be the Contractor's responsibility to clean and/or repair any damage caused by his employees.

1.25.6 Identification of Workers

The Contractor shall provide a nametag for each worker entering family housing. This nametag shall show the complete name of the worker and the name of the firm. This nametag shall be worn at all times when entering and working in family housing. In addition, each crew will be provided with a letter of identification from the Family Housing office.

1.25.7 Damages to Housing Units

The Contractor shall repair any structural or architectural damage that occurs as a result of his performance of this work.

1.25.8 Damages to Furniture

The Contractor shall remove all furniture and other items necessary to perform the work. Care of the furniture and other items during moving (removing and return) shall be the responsibility of the Contractor, and if any damage is incurred due to fault or negligence of the Contractor, his agents and/or employees, repairs shall be at the Contractor's expense. Furniture and items shall be stored within the area in a location as convenient as possible to the occupant. Furniture and other items shall be replaced by the Contractor upon completion of the work.

1.25.9 Point of Contact

The Contractor shall provide the installation's Family Housing Maintenance Contractor with an emergency phone number and point of contact. The point of contact must be available at any time in the event the work creates a problem with utilities which must be corrected by the installation Maintenance Contractor.

1.26 DISCOVERY OF UNEXPLODED BOMBS

The Contractor accepts the Contract with the knowledge that unexploded bombs (DUDS) may be encountered when carrying out such work. The Contractor shall comply with the installation regulations regarding the discovery and handling of such ordnance.

1.27 COMPLETION OF TASK ORDERS

1.27.1 Scheduling

Performance time will be negotiated for each task order considering that all task orders issued shall be accomplished and performed concurrently. The Contractor shall provide a critical path method schedule (CPM) with each proposal which shall be revised and resubmitted based upon the negotiated completion date. The CPM shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phased completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.

1.27.2 Commencement and Completion

The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptable, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.

1.27.3 Estimating Completion

The Contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resort to other task orders and without resort to other actions which would result to additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:

- a. Proper crew sizes and equipment
- b. Use of subcontractors
- c. Required phasing
- d. Concrete curing
- e. Government delay of access to work site
- f. Testing and evaluation of work site conditions which require extra days
- g. Documented unavailability of materials or equipment
- h. Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements
- i. Extensive coordination required for use of utilities and digging permits
- j. Factors beyond the Contractor's control delay work
- k. Negotiate a completion time which would appear sooner than normal based on priority and criticality work completion

1.28 NOTICE OF COMPLETION OF TASK ORDER

The Contractor shall notify the Ordering Officer upon completion of each individual task order. The Contractor shall give a minimum advance notice of 2 working days of the date the work will be fully completed and ready for final inspection.

1.29 CONTRACT PROGRESS REPORTS

1.29.1 Frequency

The Contractor shall submit a weekly progress report to the Contracting Officer or his designated representative for each task order issued but not completed.

1.29.2 Format

The report will use FORSCOM Form 59-1-R unless an alternate progress report format is proposed by the Contractor for approval by the Government. Any changes or additions requested by the Government will be included in the format. Each report is to be signed and dated by the Contractor.

1.29.3 Summaries

The Contractor shall also furnish weekly an updated computer summary CPM chart listing all task orders issued to date. A summary chart shall be provided on floppy disk and in hard copy.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 35 29

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

04/06

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 A10.32 Personal Fall Protection - Safety Requirements for Construction and Demolition Operations
- ANSI Z359.1 (1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
- ANSI/ASSE A10.34 (2001) Protection of the Public on or Adjacent to Construction Sites

ASME INTERNATIONAL (ASME)

- ASME B30.22 (2005) Articulating Boom Cranes
- ASME B30.3 (1996) Construction Tower Cranes
- ASME B30.5 (2004) Mobile and Locomotive Cranes
- ASME B30.8 (2004) Floating Cranes and Floating Derricks

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- NFPA 10 (2002) Portable Fire Extinguishers
- NFPA 241 (2004) Safeguarding Construction, Alteration, and Demolition Operations
- NFPA 51B (2003) Fire Prevention During Welding, Cutting, and Other Hot Work
- NFPA 70 (2005) National Electrical Code
- NFPA 70E (2004) Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

- EM 385-1-1 (2003) Safety -- Safety and Health Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- 29 CFR 1910.146 Permit-required Confined Spaces

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 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 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, RO

Activity Hazard Analysis (AHA); G, RO

Crane Critical Lift Plan; G, RO

Proof of qualification for Crane Operators; G, RO

SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of Paragraph REPORTS.

Accident Reports

Monthly Exposure Reports

Crane Reports

Regulatory Citations and Violations

SD-07 Certificates

Confined Space Entry Permit

Hot work permit

Submit one copy of each permit/certificate attached to each Daily [Production] [Quality Control] Report.

1.3 DEFINITIONS

a. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

b. 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.

c. 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 (any time lost after day of injury/illness onset);
- (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.

d. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

e. 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/or 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, the work shall comply with USACE EM 385-1-1 and federal, state, and local 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 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.5.1 Personnel Qualifications

1.5.1.1 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 Contractor Quality Control (QC) person can be the SSHO on this project. The SSHO shall meet the following Level 3 requirements:

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.

1.5.1.2 Certified Safety Professional (CSP)

Provide a Certified Safety Professional (CSP) at the work site to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The CSP shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1.

1.5.2 Personnel Duties

1.5.2.1 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 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.

1.5.2.2 Certified Safety Professional (CSP)

- 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 least weekly and whenever work or testing is being performed.
- d. Conduct and document safety inspections.

- e. Requires the Contracting Officer's approval to perform duties other than safety and occupational health management, inspections, and enforcement on this Contract.

If the CSP is appointed as the SSHO all duties of that position shall also be performed.

1.5.3 Meetings

1.5.3.1 Preconstruction Conference

- a. 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).
- b. 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.
- c. 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.
- d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.5.3.2 Safety Meetings

Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6 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 Accident Prevention Plan". Specific requirements for some of the APP elements are described below. 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.

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, SSO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer'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.

1.6.1 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 CSPs. The duties of each position shall be specified.
- b. **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, include the requirements of USACE EM 385-1-1, paragraph 16.C.18, and demonstrate compliance with the requirements of 29 CFR 1926.550(g) for lifts of personnel.
- c. Site Demolition Plan. The safety and health aspects prepared in

accordance with Section 02 41 00 DEMOLITION and referenced sources. Include engineering survey as applicable.

d. Excavation Plan. The safety and health aspects prepared in accordance with Section 31 00 00 EARTHWORK.

1.7 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 AHAs as amendments to the APP. 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.

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.

1.8 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1-1, section 01.A.06. Additional items to be posted include the confined space entry permit and the hot work permit.

1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in Paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.10 EMERGENCY MEDICAL TREATMENT

Contractor shall arrange for its own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.11 REPORTS

1.11.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 2 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.

1.11.2 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.

1.11.3 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.

1.11.4 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.

1.12 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 Contracting Officer. Contractors are required to meet all criteria before a permit is issued. The Contractor shall provide at least two 20-pound 4A:20 BC rated extinguishers for normal Hot Work. Extinguishers shall be current inspection tagged and have an approved safety pin and tamper resistant seal. Contractor shall designate a Fire Watch for any Hot Work performed. 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.

When starting work in the facility, Contractor shall require its 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.

PART 2 PRODUCTS

Not used.

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 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.

3.1.2 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If additional material, possibly hazardous to human health, 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

Contractor shall 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 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 Public Utilities representative 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 evacuation 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 and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ANSI A10.32.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance 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 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets.

(2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with

29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped 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 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.

3.3.5 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).

3.3.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

3.3.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 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.

The use of stilts is prohibited.

3.5 EQUIPMENT

3.5.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

a. Cranes and derricks shall be equipped as specified in EM 385-1-1, section 16.

b. The Contractor shall 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.

c. 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.

d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

e. 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.

f. 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.

g. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

- h. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- i. The Contractor shall use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- l. 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.
- m. 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.
- n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.6 EXCAVATIONS

The competent person shall perform soil classification in accordance with 29 CFR 1926.

3.6.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.6.2 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 3 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.

3.6.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.6.4 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.7 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.8 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 by NFPA 70E. 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. 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, OSHA 29 CFR 1910.146, and OSHA 29 CFR 1926.21(b)(6). 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.06 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. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

-- End of Section --

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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

05/09

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ACOUSTICAL SOCIETY OF AMERICA (ASA)
2 Huntington Quadrangle, Suite 1N01
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
E-mail: asa@aip.org
Internet: <http://asa.aip.org>

ACI INTERNATIONAL (ACI)
38800 Country Club Drive
Farmington Hills, MI 48331
Ph: 248-848-3700
Fax: 248-848-3701
E-mail: bkstore@concrete.org
Internet: <http://www.concrete.org>

AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE (AHRI)
2111 Wilson blvd, Suite 500
Arlington, VA 22201
Ph: 703-524-8800
Fax: 703-528-3816
E-mail: ahri@ahrinet.org
Internet: <http://www.ahrinet.org>

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)
2800 Shirlington Road, Suite 300
Arlington, VA 22206
Ph: 703-575-4477
Fax: 703-575-4449
E-mail: info@acca.org

Internet: <http://www.acca.org>

AIR DIFFUSION COUNCIL (ADC)
104 So. Michigan Ave., No. 1500
Chicago, IL 60603
Ph: 312-201-0101
Fax: 312-201-0214

AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL (AMCA)
30 West University Drive
Arlington Heights, IL 60004-1893
Ph: 847-394-0150
Fax: 847-253-0088
E-mail: amca@amca.org
Internet: <http://www.amca.org>

ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS (ATIS)
1200 G Street, NW, Suite 500
Washington, D.C. 20005
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Fax: 202-393-5453
Internet: <http://www.atis.org>

ALUMINUM ASSOCIATION (AA)
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Arlington, VA 22209
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Fax: 703-358-2961
Internet: <http://www.aluminum.org>

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)
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Internet: <http://www.aamanet.org>

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E-Mail: info@ashto.org
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AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)
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Internet: <http://www.abma-dc.org>

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Fax: 703-356-4543
Internet: <http://www.abma.com>

AMERICAN BUREAU OF SHIPPING (ABS)
Internet: <http://www.eagle.org>

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Boulevard, Suite 641
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AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)
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Cincinnati, OH 45240
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E-mail: mail@acgih.org
Internet: <http://www.acgih.org>

AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)
American Wood Council
ATTN: Publications Department
1111 Nineteenth Street NW, Suite 800
Washington, DC 20036
Ph: 800-890-7732 or 202-463-2766
Fax: 202-463-2791
Internet: <http://www.awc.org/>

AMERICAN GAS ASSOCIATION (AGA)
400 North Capitol Street N.W.
Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
E-mail: webmaster@aga.org
Internet: <http://www.aga.org>

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)
500 Montgomery Street, Suite 350
Alexandria, VA 22314-1560
Ph: 703-684-0211
Fax: 703-684-0242
E-mail: webmaster@agma.org
Internet: <http://www.agma.org>

AMERICAN HARDBOARD ASSOCIATION (AHA)
c/o Composite Panel Association
18922 Premiere Court
Gaithersburg, MD 20879-1574
Ph: 301-670-0604
Fax: 301-840-1252
Internet: <http://www.pbmdf.org>

AMERICAN INDUSTRIAL HYGIENE ASSOCIATION (AIHA)
2700 Prosperity Ave., Shite 250
Fairfax, VA 22031
Tel: 703-849-8888
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Internet <http://www.aiha.org>

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AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
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Internet: <http://www.aitc-glulam.org>

AMERICAN IRON AND STEEL INSTITUTE (AISI)
1140 Connecticut Avenue, NW, Suite 705
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Fax: 202-463-6573
Internet: <http://www.steel.org>

AMERICAN LADDER INSTITUTE (ALI/LADDER)
410 North Michigan Avenue
Chicago, IL 60611
Tel: 312-644-6610
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Internet: <http://www.americanladderinstitute.org>

AMERICAN LUMBER STANDARDS COMMITTEE (ALSC)
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Germantown, MD 20875-0210
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Internet: <http://www.alsc.org>

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor

Washington, DC 20036
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Fax: 202-293-9287
E-mail: info@ansi.org
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AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)
1000 Vermont Avenue, NW, Suite 300
Washington, DC 20005-4914
Ph: 202-789-2900
Fax: 202-789-1893
Internet: <http://www.anla.org>

AMERICAN PETROLEUM INSTITUTE (API)
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Washington, DC 20005-4070
Ph: 202-682-8000
Fax: 202-682-8223
Internet: <http://www.api.org>

AMERICAN PUBLIC HEALTH ASSOCIATION (APHA)
800 I Street, NW
Washington, DC 20001
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E-mail: comments@apha.org
Internet: <http://www.apha.org>

AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
(AREMA)
10003 Derekwood Lane, Suite 210
Lanham, MD 20706
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AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
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Columbus, OH 43228-0518
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AMERICAN SOCIETY FOR QUALITY (ASQ)
600 North Plankinton Avenue
Milwaukee, WI 53203
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E-mail: cs@asq.org or help@asq.org
Internet: <http://www.asq.org>

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1801 Alexander Bell Drive
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901 Canterbury, Suite A
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AMERICAN WATER WORKS ASSOCIATION (AWWA)
6666 West Quincy Avenue
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AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
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E-mail: info@aws.org
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AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
P.O. Box 361784
Birmingham, AL 35236-1784
Ph: 205-733-4077
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Internet: <http://www.awpa.com>

APA - THE ENGINEERED WOOD ASSOCIATION (APA)
7011 South 19th
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ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 North 18th Street
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Birmingham, AL 35291
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Fax: 205-257-2540
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ASSOCIATION OF THE WALL AND CEILING INDUSTRIES - INTERNATIONAL (AWCI)
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ASTM INTERNATIONAL (ASTM)
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5179 Hoadley Road
Aberdeen Proving Ground, MD 21010-5401
Internet: <http://aec.army.mil/usaec>
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National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet: <http://www.ntis.gov>

U.S. BUREAU OF RECLAMATION (BOR)
Denver Federal Center
P.O. Box 25007

Denver, CO 80225
Ph: 303-445-2072
Fax: 303-445-6303
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Springfield, VA 22161
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E-mail: info@ntis.gov
Internet: <http://www.ntis.gov>

U.S. DEFENSE INFORMATION SYSTEMS AGENCY (DISA)
Washington, DC 20305-2000
Internet: <http://www.disa.mil>

U.S. DEFENSE INTELLIGENCE AGENCY (DIA)
Defense Intelligence Analysis Center (DIAC)
MacDill Boulevard and Luke Avenue
Bolling AFB, MD
Internet: <http://www.dia.mil>

U.S. DEFENSE LOGISTICS AGENCY (DLA)
Andrew T. McNamara Building
8725 John J. Kingman Road
Fort Belvoir, VA 22060
Ph: 1-877-352-2255
Internet: <http://www.dla.mil>

U.S. DEPARTMENT OF AGRICULTURE (USDA)
Order AMS Publications from:
AGRICULTURAL MARKETING SERVICE (AMS)
Seed Regulatory and Testing Branch
801 Summit Crossing Place, Suite C
Gastonia, NC 28054-2193
Ph: 704-810-8870
Fax: 704-852-4189
Internet: <http://www.ams.usda.gov/lsg/seed.htm>
E-mail: seed.ams@usda.gov

Order Other Publications from:
U.S. Department of Agriculture, Rural Utilities Service
14th and Independence Avenue, SW, Room 4028-S
Washington, DC 20250
Ph: 202-720-2791
Fax: 202-720-2166
Internet: <http://www.usda.gov/rus>

U.S. DEPARTMENT OF COMMERCE (DOC)
1401 Constitution Avenue, NW
Washington, DC 20230
Ph: 202-482-2000
Internet: <http://www.commerce.gov/>

Order Publications From:
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161

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Internet: <http://www.ntis.gov>

U.S. DEPARTMENT OF DEFENSE (DOD)
Order DOD Documents from:
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Springfield, VA 22161
Ph: 703-605-6585
FAX: 703-605-6900
E-mail: info@ntis.gov
Internet: <http://www.ntis.gov>

Obtain Military Specifications, Standards and Related Publications
from:
Acquisition Streamlining and Standardization Information System
(ASSIST)
Department of Defense Single Stock Point (DODSSP)
Document Automation and Production Service (DAPS)
Building 4/D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Ph: 215-697-6396 - for account/password issues
Internet: <http://assist.daps.dla.mil/online/start/>; account
registration required

Obtain Unified Facilities Criteria (UFC) from:
Whole Building Design Guide (WBDG)
National Institute of Building Sciences (NIBS)
1090 Vermont Avenue NW, Suite 700
Washington, DC 20005
Ph: 202-289-7800
Fax: 202-289-1092
Internet: http://www.wbdg.org/references/docs_refs.php

U.S. DEPARTMENT OF ENERGY (DOE)
Order from:
1000 Independence Avenue Southwest
Washington, D.C. 20585
Ph: 800-363-3732
Internet: www.eere.energy.gov

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
Order from:
HUD User
P.O. Box 23268
Washington, DC 20026-3268
Ph: 800-245-2691 or 202-708-9981
Fax: 202-708-9981
E-mail: Huduser@aspensys.com
Internet: <http://www.huduser.org>

U.S. DEPARTMENT OF STATE (SD)
2201 C Street, NW
Washington, DC 20520
Ph: 202-647-4000
Internet: <http://www.state.gov>

U.S. DEPARTMENT OF TRANSPORTATION (DOT)
400 7th Street, SW
Washington, DC 20590
Ph: 202-366-4000
Internet: <http://www.dot.gov>

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-272-0167
Internet: <http://www.epa.gov>

--- Some EPA documents are available only from:
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet: <http://www.ntis.gov>

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U.S. Government Printing Office (GPO)
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Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: <http://www.gpoaccess.gov>

Order free documents from:
Federal Aviation Administration
Department of Transportation
800 Independence Avenue, SW
Washington, DC 20591
Ph: 1-866-835-5322
Internet: <http://www.faa.gov>

U.S. FEDERAL COMMUNICATIONS COMMISSION (FCC)
445 12th Street SW
Washington, DC 20554
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Fax: 866-418-0232
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Internet: <http://www.gpoaccess.gov>

U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
500 C Street, SW
Washington, D.C. 20472
Ph: 1-800-621-FEMA
Internet: <http://www.fema.gov>

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)
Office of Highway Safety (HHS-31)
400 Seventh Street, SW
Washington, DC 20590-0001
Ph: 202-366-0411
Fax: 202-366-2249
Internet: <http://www.fhwa.dot.gov>
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Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: <http://www.gpoaccess.gov>

U. S. GREEN BUILDING COUNCIL (USGBC)
1015 18th Street, NW, Suite 508
Washington, D.C. 20036
Ph: 202-828-7422
Fax: 202-828-5110
E-mail: info@usbc.org
Internet: <http://www.usgbc.org>
AOK: 2/04
LOK: 2/04

U.S. GENERAL SERVICES ADMINISTRATION (GSA)
General Services Administration
1800 F Street, NW
Washington, DC 20405
Ph: 202-501-1021
Internet: www.GSA.gov

Obtain documents from:
Acquisition Streamlining and Standardization Information System
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Department of Defense Single Stock Point (DODSSP)
Document Automation and Production Service (DAPS)
Building 4/D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Ph: 215-697-6396 - for account/password issues
Internet: <http://assist.daps.dla.mil/online/start/>; account
registration required

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: <http://www.archives.gov>

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Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: <http://www.gpoaccess.gov>

U.S. NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
1322 Patterson Ave. SE, Suite 1000
Washington Navy Yard, DC 20374
Ph: 757-322-4200
Fax: 757-322-4416
Internet: <http://www.navfac.navy.mil>

U.S. NAVAL FACILITIES ENGINEERING SERVICE CENTER (NFESC)
1100 23rd Avenue
Port Hueneme, CA 93043-4370
Ph: 805-982-4980
Internet: <http://www.nfesc.navy.mil>

WASHINGTON STATE ADMINISTRATIVE CODE (WAC)
Code Reviser
P.O. Box 4055
Olympia, WA 98504-0551
Ph: 360-782-6777
Fax: 360-786-1529
E-mail: Via internet address and prompt at "Title 1: Code Reviser"
Internet: <http://apps.leg.wa.gov/wac/>

WATER ENVIRONMENT FEDERATION (WEF)
601 Wythe Street
Alexandria, VA 22314-1994
Ph: 703-684-2452 or 1-800-666-0206
Fax: 703-684-2492
E-mail: pubs@wef.org
Internet: <http://www.wef.org>

WATER QUALITY ASSOCIATION (WQA)
4151 Naperville Road
Lisle, IL 60532
Ph: 630-505-0160
Fax: 630-505-9637
E-mail: info@mail.wqa.org
Internet: <http://www.wqa.org>

WEST COAST LUMBER INSPECTION BUREAU (WCLIB)
P.O. Box 23145
Tigard, OR 97281
Ph: 503-639-0651
Fax: 503-684-8928
E-mail: info@wclib.org
Internet: <http://www.wclib.org>

WESTERN WOOD PRESERVERS INSTITUTE (WWPI)
7017 N.E. Highway 99 Suite 108
Vancouver, WA 98665
Ph: 360-693-9958
Fax: 360-693-9967
E-mail: info@wwpinstitute.org
Internet: <http://www.wwpinstitute.org>

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)
Yeon Building
522 SW 5th Avenue
Suite 500
Portland, OR 97204-2122
Ph: 503-224-3930
Fax: 503-224-3934
E-mail: info@wwpa.org
Internet: <http://www.wwpa.org>

WINDOW AND DOOR MANUFACTURERS ASSOCIATION (WDMA)
1400 East Touhy Avenue, Suite 470
Des Plaines, IL 60018
Ph: 847-299-5200 or 800-223-2301
Fax: 847-299-1286
E-mail: admin@wdma.com
Internet: <http://www.wdma.com>

WIRE ROPE TECHNICAL BOARD (WRTB)
801 North Fairfax Street, Suite 211
Alexandria, VA 22314
Ph: 703-299-8550
Fax: 703-299-9253
E-mail: wrtb@usa.net
Internet: www.domesticwirerope.org/wrtb

WOOD MOULDING AND MILLWORK PRODUCERS ASSOCIATION (WMPA)
507 First Street
Woodland, CA 95695
Ph: 530-661-9591
Fax: 530-661-9586
E-mail: info@wmpa.com
Internet: <http://www.wmpa.com>

WOOLMARK BUSINESS INTELLIGENCE (WBI)
The Woolmark Company
1230 Avenue of the Americas, 7th Fl.
New York, NY 10020
Ph: 646-756-2535
Fax: 646 756 2538
Internet: www.woolmark.org

-- End of Section --

SECTION 01 45 02

QUALITY CONTROL

11/08

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)

ASHRAE 52.2 (2007; Addenda B 2008; Errata 2009) Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size

ASTM INTERNATIONAL (ASTM)

ASTM D 6245 (2007) Using Indoor Carbon Dioxide Concentrations to Evaluate Indoor Air Quality and Ventilation

ASTM D 6345 (1998; R 2003e1) Selection of Methods for Active, Integrative Sampling of Volatile Organic Compounds in Air

SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

SMACNA 008 (2007) IAQ Guidance for Occupied Buildings Under Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008) Safety and Health Requirements Manual

U.S. GREEN BUILDING COUNCIL (USGBC)

LEED Reference Guide (2005) LEED-NC Reference Guide for New Construction

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. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES

SD-01 Preconstruction Submittals

Construction Quality Control (QC) Plan; G

Submit a Construction QC Plan prior to start of construction.

Indoor Air Quality (IAQ) Management Plan; G

Basis of Design and Design Intent

SD-05 Design Data

Design Review

SD-07 Certificates

CA Resume

SD-10 Operation and Maintenance Data

Training Plan

For each training session submit dates, start and finish times, and locations; outline of the information to be presented; names and qualifications of the presenters; and list of texts and other materials required to support training.

SD-11 Closeout Submittals

Training Outline; G

Training Video Recording; G

Validation of Training Completion; G

1.3 INFORMATION FOR THE CONTRACTING OFFICER

Prior to commencing work on construction, the Contractor can obtain a single copy set of the current report forms from the Contracting Officer. The report forms will consist of the Contractor Production Report, Contractor Production Report (Continuation Sheet), Contractor Quality Control (CQC) Report, (CQC) Report (Continuation Sheet), Preparatory Phase Checklist, Initial Phase Checklist, Rework Items List, and Testing Plan and Log.

Deliver the following to the Contracting Officer during Construction:

- a. CQC Report: Mail or hand-carry the original (wet signatures) and one copy by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work.
- b. Contractor Production Report: Submit the report electronically by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work.
- c. Preparatory Phase Checklist: Submit the report electronically in the same manner as the CQC Report for each Preparatory Phase held.
- d. Initial Phase Checklist: Submit the report electronically in the same manner as the CQC Report for each Initial Phase held.
- e. Omitted

- f. Field Test Reports: Within two working days after the test is performed, submit the report as an electronic attachment to the CQC Report.
- g. Monthly Summary Report of Tests: Submit the report as an electronic attachment to the CQC Report at the end of each month.
- h. Testing Plan and Log: Submit the report as an electronic attachment to the CQC Report, at the end of each month. A copy of the final Testing Plan and Log shall be provided to the OMSI preparer for inclusion into the OMSI documentation.
- i. Rework Items List: Submit lists containing new entries daily, in the same manner as the CQC Report.
- j. CQC Meeting Minutes: Within two working days after the meeting is held, submit the report as an electronic attachment to the CQC Report.
- k. QC Certifications: As required by the paragraph entitled "QC Certifications."

1.4 QC PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. This QC program is a key element in meeting the objectives of NAVFAC Commissioning. The QC program consists of a QC Organization, QC Plan, QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, QC meetings, three phases of control, submittal review and approval, testing, completion inspections, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract. The QC program must cover on-site and off-site work and be keyed to the work sequence. No construction work or testing may be performed unless the QC Manager is on the work site. The QC Manager must report to an officer of the firm and not be subordinate to the Project Superintendent or the Project Manager. The QC Manager, Project Superintendent and Project Manager must work together effectively. Although the QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.

1.4.1 Commissioning

Commissioning (Cx) is a systematic process of ensuring that all building systems meet the requirements and perform interactively according to the Contract. The QC Program is a key to this process by coordinating, verifying and documenting measures to achieve the following objectives:

- a. Verify and document that the applicable equipment and systems are installed in accordance with the design intent as expressed through the Contract and according to the manufacturer's recommendations and industry accepted minimum standards.
- b. Verify and document that equipment and systems receive complete operational checkout by the installing contractors.
- c. Verify and document proper performance of equipment and systems.

- d. Verify that Operation and Maintenance (O&M) documentation is complete.
- e. Verify and document that the Government's operating personnel are adequately trained.

1.4.2 Acceptance of the Construction Quality Control (QC) Plan

Acceptance of the QC Plan is required prior to the start of construction. The Contracting Officer reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications. All QC organization personnel are subject to acceptance by the Contracting Officer. The Contracting Officer may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

1.4.3 Preliminary Construction Work Authorized Prior to Acceptance

The only construction work that is authorized to proceed prior to the acceptance of the QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.

1.4.4 Notification of Changes

Notify the Contracting Officer, in writing, of any proposed changes in the QC Plan or changes to the QC organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

1.5 QC ORGANIZATION

1.5.1 QC Manager

1.5.1.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. In addition to implementing and managing the QC program, the QC Manager may perform the duties of Project Superintendent. The QC Manager is required to attend the partnering meetings, QC Plan Meetings, Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this Contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by testing laboratory personnel and any other inspection and testing personnel required by this Contract. The QC Manager is the manager of all QC activities.

1.5.1.2 Qualifications

An individual with a minimum of 5 years combined experience in the following positions: Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract. The individual must have at least 2 years experience as a QC Manager. The individual must be familiar with the requirements of EM 385-1-1, and have experience in the areas of hazard identification,

safety compliance, and sustainability.

1.5.2 LEED Commissioning Authority

1.5.2.1 Duties

Provide a Commissioning Authority (CA) as key person for the Cx and documentation thereof, who is subordinate to the QC Manager. The CA directs and coordinates Cx activities and submits Cx reports to the Contracting Officer to meet the submittal and reporting requirements of the LEED EA Prerequisite Requirement for Fundamental Commissioning. The CA coordinates the actions of the QC Specialists, Testing Laboratory personnel, and other inspection and testing personnel required by this Contract for building Cx.

1.5.2.2 Qualifications

The CA must be certified as a commissioning professional by the Association of Energy Engineers (AEE), the Building Commissioning Association (BCA), the National Environmental Balancing Bureau (NEBB), or the University of Wisconsin - Madison (UWM). [CA resume](#) is required, providing education, experience and management capabilities on at least two similar size and type contracts. The CA may not have been involved with the project design, construction management, or supervision, and must be with a third-party firm that is not on the design team.

1.5.3 Construction Quality Management Training

In addition to the above experience and education requirements, the QC Manager must have completed the course entitled "Construction Quality Management (CQM) for Contractors." If the QC Manager does not have a current certification, they must obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled class.

1.5.4 Alternate QC Manager Duties and Qualifications

Designate an alternate for the QC Manager at the work site to serve in the event of the designated QC Manager's absence. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate QC Manager must be the same as for the QC Manager.

[1.5.5 Assistant QC Manager Duties and Qualifications

Provide an assistant to the QC Manager at the work site to perform the three phases of control, perform submittal review, ensure testing is performed, and prepare QC certifications and documentation required by this Contract. The qualification requirements for the Assistant QC Manager must be **FILL IN BASED ON NATURE AND COMPLEXITY OF JOB**. The individual must be familiar with the requirements of [EM 385-1-1](#), and have experience in the areas of hazard identification and safety compliance.

1.5.6 QC Specialists Duties and Qualifications

Provide a separate QC Specialist at the work site for each of the areas of responsibilities, specified in Part 3, Execution, of the technical

sections, who shall assist and report to the QC Manager and who will have no duties other than their assigned quality control duties. QC Specialists are required to attend the Coordination and Mutual Understanding Meeting, QC meetings and be physically present at the construction site to perform the three phases of control and prepare documentation for each definable feature of work in their area of responsibility.

1.5.7 Omitted

1.5.8 Submittal Reviewer Duties and Qualifications

Provide Submittal Reviewer, other than the QC Manager or CA, qualified in the disciplines being reviewed, to review and certify that the submittals meet the requirements of this Contract prior to certification or approval by the QC Manager.

Each submittal must be reviewed by an individual with 10 years of construction experience.

1.6 QUALITY CONTROL (QC) PLAN

1.6.1 Construction Quality Control (QC) Plan

1.6.1.1 Requirements

Provide, for acceptance by the Contracting Officer, a Construction QC Plan submitted in a three-ring binder that includes a table of contents, with major sections identified with tabs, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing commissioning activities during the construction of the project:

- a. QC ORGANIZATION: A chart showing the QC organizational structure.
- b. NAMES AND QUALIFICATIONS: Names and qualifications, in resume format, for each person in the QC organization. Include the CQM for Contractors course certifications for the QC Manager and Alternate QC Manager as required by the paragraphs entitled "Construction Quality Management Training" and "Alternate QC Manager Duties and Qualifications".
- c. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONNEL: Duties, responsibilities, and authorities of each person in the QC organization.
- d. OUTSIDE ORGANIZATIONS: A listing of outside organizations, such as architectural and consulting engineering firms, that will be employed by the Contractor and a description of the services these firms will provide.
- e. APPOINTMENT LETTERS: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager to implement and manage the three phases of control, and their authority to stop work which is not in compliance with the Contract. Letters of direction are to be issued by the QC Manager to [the Assistant QC Manager and]all other QC Specialists

outlining their duties, authorities, and responsibilities.
Include copies of the letters in the QC Plan.

- f. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER: Procedures for reviewing, approving, and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval. Provide the initial submittal of the Submittal Register as specified in Section 01 33 00 SUBMITTAL PROCEDURES.
- g. TESTING LABORATORY INFORMATION: Testing laboratory information required by the paragraphs entitled "Accreditation Requirements", as applicable.
- h. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test. Use Government forms to log and track tests.
- i. PROCEDURES TO COMPLETE REWORK ITEMS: Procedures to identify, record, track, and complete rework items. Use Government forms to record and track rework items.
- j. DOCUMENTATION PROCEDURES: Use Government form.
- k. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the construction schedule. Include in the list of DFOWs, but not be limited to, all critical path activities on the NAS. Include all activities for which this specification requires QC Specialists or specialty inspection personnel. Provide separate DFOWs in the Network Analysis Schedule for each design development stage and submittal package.
- l. PROCEDURES FOR PERFORMING THE THREE PHASES OF CONTROL: Identify procedures used to ensure the three phases of control to manage the quality on this project. For each DFOW, a Preparatory and Initial phase checklist will be filled out during the Preparatory and Initial phase meetings. Conduct the Preparatory and Initial Phases and meetings with a view towards obtaining quality construction by planning ahead and identifying potential problems for each DFOW.
- m. PERSONNEL MATRIX: Not Applicable.
- n. PROCEDURES FOR COMPLETION INSPECTION: [Not Applicable] [Procedures for identifying and documenting the completion inspection process. Include in these procedures the responsible party for punch out inspection, pre-final inspection, and final acceptance inspection.]
- o. TRAINING PROCEDURES AND TRAINING LOG: Procedures for coordinating and documenting the training of personnel required by the Contract. Include a sample record of training for reporting what systems were included in the training, who provided the training, when and where the training was performed and who attended the training.

- p. ORGANIZATION AND PERSONNEL CERTIFICATIONS LOG: Procedures for coordinating, tracking and documenting all certifications on subcontractors, testing laboratories, suppliers, personnel, etc. QC Manager will ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

1.7 QC PLAN MEETINGS

At the descretion of the E FEAD/ROICC and prior to submission of the QC Plan, the QC Manager will meet with the Contracting Officer to discuss the QC Plan requirements of this Contract. The purpose of this meeting is to develop a mutual understanding of the QC Plan requirements prior to plan development and submission and to agree on the Contractor's list of DFOWs.

1.8 COORDINATION AND MUTUAL UNDERSTANDING MEETING

After submission of the QC Plan, and prior to the start of construction, the QC Manager will meet with the Contracting Officer to present the QC program required by this Contract. When a new QC Manager is appointed, the coordination and mutual understanding meeting shall be repeated.

1.8.1 Purpose

The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, design intent, Cx, environmental requirements and procedures, coordination of activities to be performed, and the coordination of the Contractor's management, production, and QC personnel. At the meeting, the Contractor will be required to explain in detail how three phases of control will be implemented for each DFOW, as well as how each DFOW will be affected by each management plan or requirement as listed below:

- a. Waste Management Plan.
- b. IAQ Management Plan.
- c. Procedures for noise and acoustics management.
- d. Environmental Protection Plan.
- e. Environmental regulatory requirements.
- f. Cx Plan.

1.8.2 Coordination of Activities

Coordinate activities included in various sections to assure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation. Schedule construction operations with consideration for indoor air quality as specified in the IAQ Management Plan. Coordinate prefunctional tests and startup testing with Cx.

1.8.3 Attendees

As a minimum, the Contractor's personnel required to attend include an

officer of the firm, the Project Manager, Project Superintendent, QC Manager, Alternate QC Manager, CA, Environmental Manager, and subcontractor representatives. Each subcontractor who will be assigned QC responsibilities shall have a principal of the firm at the meeting. Minutes of the meeting will be prepared by the QC Manager and signed by the Contractor and the Contracting Officer. Provide a copy of the signed minutes to all attendees and shall be included in the QC Plan.

1.9 QC MEETINGS

After the start of construction, conduct QC meetings once every 2 weeks by the QC Manager at the work site with the Project Superintendent, the CA, and the foremen who are performing the work of the DFOWs. The QC Manager is to prepare the minutes of the meeting and provide a copy to the Contracting Officer within two working days after the meeting. The Contracting Officer may attend these meetings. As a minimum, accomplish the following at each meeting:

- a. Review the minutes of the previous meeting.
- b. Review the schedule and the status of work and rework.
- c. Review the status of submittals.
- d. Review the work to be accomplished in the next two weeks and documentation required.
- e. Resolve QC and production problems (RFI, etc.).
- f. Address items that may require revising the QC Plan.
- g. Review Accident Prevention Plan (APP).
- h. Review environmental requirements and procedures.
- i. Review Waste Management Plan.
- j. Review IAQ Management Plan.
- k. Review Environmental Management Plan.
- l. Review the status of training completion.
- m. Review Cx Plan and progress.

1.10 DESIGN REVIEW AND DOCUMENTATION

1.10.1 Basis of Design and Design Intent

Review the basis of design received from the Contracting Officer and the design intent.

1.10.2 Design Review

Review design documents to verify that each commissioned system meets the design intent relative to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. Fully document review in written report.

1.10.3 Contract Document Review

Review the Contract documents to verify that Cx is adequately specified, and that each commissioned system is likely to meet the design intent relative to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts.

1.11 THREE PHASES OF CONTROL

Adequately cover both on-site and off-site work with the Three Phases of Control and include the following for each DFOW.

1.11.1 Preparatory Phase

Notify the Contracting Officer at least two work days in advance of each preparatory phase meeting. The meeting will be conducted by the QC Manager and attended by the Project Superintendent, the CA, and the foreman responsible for the DFOW. When the DFOW will be accomplished by a subcontractor, that subcontractor's foreman shall attend the preparatory phase meeting. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report and in the Preparatory Phase Checklist. Perform the following prior to beginning work on each DFOW:

- a. Review each paragraph of the applicable specification sections.
- b. Review the Contract drawings.
- c. Verify that field measurements are as indicated on construction and/or shop drawings before confirming product orders, in order to minimize waste due to excessive materials.
- d. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.
- e. Review the testing plan and ensure that provisions have been made to provide the required QC testing.
- f. Examine the work area to ensure that the required preliminary work has been completed.
- g. Coordinate the schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- h. Arrange for the return of shipping/packaging materials, such as wood pallets, where economically feasible.
- i. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data.
- j. Discuss specific controls used and construction methods, construction tolerances, workmanship standards, and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.

- k. Review the APP and appropriate Activity Hazard Analysis (AHA) to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted.
- l. Review the Cx Plan and ensure all preliminary work items have been completed and documented.

1.11.2 Initial Phase

Notify the Contracting Officer at least two work days in advance of each initial phase. When construction crews are ready to start work on a DFOW, conduct the initial phase with the Project Superintendent, and the foreman responsible for that DFOW. Observe the initial segment of the DFOW to ensure that the work complies with Contract requirements. Document the results of the initial phase in the daily CQC Report and in the Initial Phase Checklist. Repeat the initial phase for each new crew to work on-site, or when acceptable levels of specified quality are not being met. Perform the following for each DFOW:

- a. Establish the quality of workmanship required.
- b. Resolve conflicts.
- c. Ensure that testing is performed by the approved laboratory.
- d. Check work procedures for compliance with the APP and the appropriate AHA to ensure that applicable safety requirements are met.
- e. Review the Cx Plan and ensure all preparatory work items have been completed and documented.

1.11.3 Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily CQC Report:

- a. Ensure the work is in compliance with Contract requirements.
- b. Maintain the quality of workmanship required.
- c. Ensure that testing is performed by the approved laboratory.
- d. Ensure that rework items are being corrected.
- e. Assure manufacturers representatives have performed necessary inspections if required and perform safety inspections.
- f. Review the Cx Plan and ensure all work items, testing, and documentation has been completed.

1.11.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW is resumed after substantial period of inactivity, or if other problems develop.

1.11.5 Notification of Three Phases of Control for Off-Site Work

Notify the Contracting Officer at least two weeks prior to the start of the preparatory and initial phases.

1.12 SUBMITTAL REVIEW AND APPROVAL

Procedures for submission, review and approval of submittals are described in Section 01 33 00 SUBMITTAL PROCEDURES.

1.13 TESTING

Except as stated otherwise in the specification sections, perform sampling and testing required under this Contract.

1.13.1 Accreditation Requirements

Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation. The laboratory's scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.

1.13.2 Laboratory Accreditation Authorities

Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at <http://ts.nist.gov/ts/htdocs/210/214/214.htm>, the American Association of State Highway and Transportation Officials (AASHTO) program at <http://www.transportation.org/aashto/home.nsf/frontpage>, International Accreditation Services, Inc. (IAS) at <http://www.iasonline.org>, U. S. Army Corps of Engineers Materials Testing Center (MTC) at <http://www.wes.army.mil/SL/MTC/>, the American Association for Laboratory Accreditation (A2LA) program at <http://www.a2la.org/>, the Washington Association of Building Officials (WABO) at <http://www.wabo.org/> (Approval authority for WABO is limited to projects within Washington State), and the Washington Area Council of Engineering Laboratories (WACEL) at <http://www.wacel.org/labaccred.html> (Approval authority by WACEL is limited to projects within Facilities Engineering Command (FEC) Washington geographical area).

1.13.3 Capability Check

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

1.13.4 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the

item fails to conform, notify the Contracting Officer immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results must be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer via the QC Manager. Furnish a summary report of field tests at the end of each month, per the paragraph entitled "INFORMATION FOR THE CONTRACTING OFFICER".

1.13.5 Test Reports and Monthly Summary Report of Tests

Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the Contracting Officer. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month. Provide a copy of the signed test reports and certifications to the OMSI preparer for inclusion into the OMSI documentation.

1.14 QC CERTIFICATIONS

1.14.1 CQC Report Certification

Contain the following statement within the CQC Report: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."

1.14.2 Invoice Certification

Furnish a certificate to the Contracting Officer with each payment request, signed by the QC Manager, attesting that as-built drawings are current, coordinated and attesting that the work for which payment is requested, including stored material, is in compliance with Contract requirements.

1.14.3 Completion Certification

Upon completion of work under this Contract, the QC Manager shall furnish a certificate to the Contracting Officer attesting that "the work has been completed, inspected, tested and is in compliance with the Contract." Provide a copy of this final QC Certification for completion to the OMSI preparer for inclusion into the OMSI documentation.

1.15 COMPLETION INSPECTIONS

1.15.1 Punch-Out Inspection

Near the completion of all work or any increment thereof, established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the QC Manager and the CA must conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings, specifications and Contract. Include in the punch list any remaining items on the "Rework Items List", which were not corrected prior to the Punch-Out Inspection. Include within the punch list the estimated date by which the deficiencies will be corrected. Provide a copy of the punch list to the Contracting Officer. The QC Manager, or staff, must make follow-on inspections to ascertain that all deficiencies have

been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government "Pre-Final Inspection".

1.15.2 Pre-Final Inspection

The Government and QCM will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" will be documented by the CQM as a result of this inspection. The QC Manager will ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the Client can be scheduled. Any items noted on the "Pre-Final" inspection must be corrected in a timely manner and be accomplished before the contract completion date for the work, or any particular increment thereof, if the project is divided into increments by separate completion dates.

1.15.3 Final Acceptance Inspection

Notify the Contracting Officer at least 14 calendar days prior to the date a final acceptance inspection can be held. State within the notice that all items previously identified on the pre-final punch list will be corrected and acceptable, along with any other unfinished Contract work, by the date of the final acceptance inspection. The Contractor must be represented by the QC Manager, the Project Superintendent, the CA, and others deemed necessary. Attendees for the Government will include the Contracting Officer, other FEAD/ROICC personnel, and personnel representing the Client. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Contract Clause entitled "Inspection of Construction."

1.16 TRAINING

Prior to acceptance of the facility by the Contracting Officer for beneficial occupancy, the Contractor must provide a comprehensive project-specific Government personnel training program for the systems and equipment of the facility specified in the technical specifications of this Contract. The trainees must include the Contracting Officer, facilities managers, maintenance staff, and building occupants. The Contractor is responsible for coordinating, scheduling, and ensuring that training is completed. Instructors shall be well-versed in the particular systems that they are presenting. Provide instruction time on site at a location approved by the Contracting Officer.

1.16.1 Training Plan

Submit a written training plan to the Contracting Officer and CA for review and approval prior to training. Coordinated and scheduled the training with the Contracting Officer and CA. Include within the plan the following elements:

- a. Equipment included in training.
- b. Intended audience.
- c. Location of training.
- d. Objectives.
- e. Subjects covered including description.

- f. Duration of training on each subject.
- g. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.).
- h. Instructor and instructor qualifications for each subject.

1.16.2 Content

Stress and enhance the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The core of this training will be based on manufacturer's recommendations and the operation and maintenance information provided as a part of this Contract. A review of environmentally-related aspects of the Operation and Maintenance Manuals shall be included. [The course shall provide a brief summary of Part I, "Facility Information" and a more detailed presentation of Part II, "Primary Systems Information" from the operation and maintenance manuals provided under Section 01 78 23 OPERATION AND MAINTENANCE DATA. Spend 95 percent of the instruction time during the presentation on Part II.] Include the following for each commissioned system:

- a. Design intent.
- b. Use of O&M Manuals.
- c. Review of control drawings and schematics.
- d. Start-up, normal operation, shutdown, unoccupied operation, seasonal changeover, manual operation, controls set-up and programming, troubleshooting, and alarms.
- e. Interactions with other systems.
- f. Adjustments and optimizing methods for energy conservation.
- g. Relevant health and safety issues.
- h. Special maintenance and replacement sources.
- i. Tenant interaction issues.
- j. Discussion of how the feature or system is environmentally responsive.

1.16.3 Training Outline

The CA is responsible for overseeing and approving the content and adequacy of the training. The CA must interview the Government facilities manager and Contracting Officer to determine the special needs and areas where training will be most valuable. The Contracting Officer and CA must decide how rigorous the training should be for each piece of equipment. The CA is to communicate the results to the Contractor, who will provide each trainee in the course a written course outline, listing the major and minor topics to be discussed by the instructor on each day of the course.

1.16.4 Video Recording

Provide to the Contracting Officer two copies of the training course in DVD

video recording format, and add one copy to the O&M manual data. Capture within the recording, in video and audio, all instructors' training presentations including question and answer periods with the trainees. Videotaping of the training sessions shall be provided by the Contractor.

1.16.5 Unresolved Questions From Trainees

If, at the end of the training course, there are questions from trainees that remain unresolved, the instructor will send the answers, in writing, to the Contracting Officer for transmittal to the trainees, and the training video should be modified to include the appropriate clarifications.

1.16.6 Validation of Training Completion

Develop criteria for determining that the training was satisfactorily completed, including attending some of the training, and upon fulfillment of the criteria, validate training completion. The CA will then recommend approval of the training to the Contracting Officer using a standard form and the CA and Contracting Officer will sign the approval form. Provide completed and signed validation of training forms as provided in the QC Plan for all training sessions accomplished. Provide two copies of the signed training validation forms to the Contracting Officer and one copy to the OMSI preparer for inclusion into the OMSI documentation.

1.17 DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities.

1.17.1 Construction Documentation

Reports are required for each day that work is performed and must be attached to the Contractor Quality Control Report prepared for the same day. Maintain current and complete records of on-site and off-site QC program operations and activities. The forms identified under the paragraph "INFORMATION FOR THE CONTRACTING OFFICER" will be used. Reports are required for each day work is performed. Account for each calendar day throughout the life of the Contract. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces. The Project Superintendent and the QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively. The reporting of work must be identified by terminology consistent with the construction schedule. In the "remarks" sections of the reports, enter pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site, quality control problem areas, deviations from the QC Plan, construction deficiencies encountered, meetings held. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.

1.17.2 Quality Control Validation

Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders must be readily available to the Contracting Officer during all business hours.

- a. All completed Preparatory and Initial Phase Checklists, arranged

by specification section.

- b. All milestone inspections, arranged by Activity Number.
- c. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section.
- d. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
- e. An up-to-date copy of the Rework Items List.
- f. Maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and Sub-Contractors and all punch lists issued by the Government.
- g. Commissioning documentation including Cx checklists, schedules, tests, and reports.

1.17.3 Reports from the QC Specialist(s)

Reports are required for each day that work is performed in their area of responsibility. QC Specialist reports shall include the same documentation requirements as the CQC Report for their area of responsibility. QC Specialist reports are to be prepared, signed and dated by the QC Specialists and shall be attached to the CQC Report prepared for the same day.

1.17.4 Testing Plan and Log

As tests are performed, the QC Manager will record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the Contracting Officer. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month, per the paragraph "INFORMATION FOR THE CONTRACTING OFFICER". Provide a copy of the final "Testing Plan and Log" to the OMSI preparer for inclusion into the OMSI documentation.

1.17.5 Rework Items List

The QC Manager must maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. The Contractor is responsible for including those items identified by the Contracting Officer.

1.17.6 As-Built Drawings

The QC Manager is required to ensure the as-built drawings, required by Section 01 78 00 CLOSEOUT SUBMITTALS are kept current on a daily basis and marked to show deviations which have been made from the Contract drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. PC No., Modification No., Request for Information No., etc.). The QC Manager must initial each revision. Upon completion of work, the QC Manager will furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the Contracting Officer.

1.18 NOTIFICATION ON NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time for excess costs or damages by the Contractor.

1.19 CONSTRUCTION INDOOR AIR QUALITY (IAQ) MANAGEMENT PLAN

Submit an IAQ Management Plan within 15 days after notice to proceed and not less than 10 days before the preconstruction meeting. Revise and resubmit Plan as required by the Contracting Officer. Make copies of the final plan available to all workers on site. Include provisions in the Plan to meet the requirements specified below and to ensure safe, healthy air for construction workers and building occupants.

1.19.1 Requirements During Construction

Provide for evaluation of indoor Carbon Dioxide concentrations in accordance with [ASTM D 6245](#). Provide for evaluation of volatile organic compounds (VOCs) in indoor air in accordance with [ASTM D 6345](#). Use filters with a Minimum Efficiency Reporting Value (MERV) of 8 in permanently installed air handlers during construction.

1.19.1.1 Control Measures

Meet or exceed the requirements of [SMACNA 008](#), Chapter 3, to help minimize contamination of the building from construction activities. The five requirements of this manual which must be adhered to are described below:

- a. HVAC protection: Isolate return side of HVAC system from surrounding environment to prevent construction dust and debris from entering the duct work and spaces.
- b. Source control: Use low emitting paints and other finishes, sealants, adhesives, and other materials as specified. When available, cleaning products shall have a low VOC content and be non-toxic to minimize building contamination. Utilize cleaning techniques that minimize dust generation. Cycle equipment off when not needed. Prohibit idling motor vehicles where emissions could be drawn into building. Designate receiving/storage areas for incoming material that minimize IAQ impacts.
- c. Pathway interruption: When pollutants are generated use strategies such as 100 percent outside air ventilation or erection of physical barriers between work and non-work areas to prevent contamination.
- d. Housekeeping: Clean frequently to remove construction dust and debris. Promptly clean up spills. Remove accumulated water and keep work areas dry to discourage the growth of mold and bacteria. Take extra measures when hazardous materials are involved.

- e. Scheduling: Control the sequence of construction to minimize the absorption of VOCs by other building materials.

1.19.1.2 Moisture Contamination

- a. Remove accumulated water and keep work dry.
- b. Use dehumidification to remove moist, humid air from a work area.
 - c. Do not use combustion heaters or generators inside the building.
- d. Protect porous materials from exposure to moisture.
- e. Remove and replace items which remain damp for more than a few hours.

1.19.2 Requirements after Construction

After construction ends and prior to occupancy, conduct a building flush-out or test the indoor air contaminant levels. Flush-out must be a minimum two-weeks with MERV-13 filtration media as determined by [ASHRAE 52.2](#) at 100 percent outside air, or in accordance with [LEED Reference Guide](#). Air contamination testing must be consistent with EPA's current Compendium of Methods for the Determination of Air Pollutants in Indoor Air, and with the [LEED Reference Guide](#). After building flush-out or testing and prior to occupancy, replace filtration media. Filtration media must have a MERV of 13 as determined by [ASHRAE 52.2](#).

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

Designate receiving/storage areas for incoming material to be delivered according to installation schedule and to be placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. Store and handle materials in a manner as to prevent loss from weather and other damage. Keep materials, products, and accessories covered and off the ground, and store in a dry, secure area. Prevent contact with material that may cause corrosion, discoloration, or staining. Protect all materials and installations from damage by the activities of other trades.

-- End of Section --

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SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL
04/06

This specification section will apply when identified in the individual Task Order scope of work.

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.

ASTM INTERNATIONAL (ASTM)

ASTM D 3740 (2004) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (2005b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1110-1-12 (1993) Quality Management

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor shall establish and maintain an effective quality control system in compliance with the Contract Clause "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all design and construction operations, both onsite and offsite, and shall be keyed to the proposed design and construction sequence. The site project superintendent shall be responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a

physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 5 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. **Design and construction** will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all **design and construction** operations, both onsite and offsite, including work by **subcontractors, designers of record, consultants, architect/engineers (AE), fabricators, suppliers, and purchasing agents**:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of **subcontractors, designers of record, consultants, architect engineers (AE), offsite fabricators, suppliers, and purchasing agents**. These procedures shall be in accordance with Section **01 33 00** SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)
- f. Procedures for tracking preparatory, initial, and follow-up

control phases and control, verification, and acceptance tests including documentation.

- g. Procedures for tracking design and construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Additional Requirements for Design Quality Control (DQC) Plan

The following additional requirements apply to the Design Quality Control (DQC) plan:

(1) The Contractor's QCP Plan shall provide and maintain a Design Quality Control (DQC) Plan as an effective quality control program which will assure that all services required by this design-build contract are performed and provided in a manner that meets professional architectural and engineering quality standards. As a minimum, all documents shall be technically reviewed by competent, independent reviewers identified in the DQC Plan. The same element that produced the product shall not perform the independent technical review (ITR). The Contractor shall correct errors and deficiencies in the design documents prior to submitting them to the Government.

(2) The Contractor shall include the design schedule in the master project schedule, showing the sequence of events involved in carrying out the project design tasks within the specific contract period. This should be at a detailed level of scheduling sufficient to identify all major design tasks, including those that control the flow of work. The schedule shall include review and correction periods associated with each item. This should be a forward planning as well as a project monitoring tool. The schedule reflects calendar days and not dates for each activity. If the schedule is changed, the Contractor shall submit a revised schedule reflecting the change within 7 calendar days. The Contractor shall include in the DQC Plan the discipline-specific checklists to be used during the design and quality control of each submittal. These completed checklists shall be submitted at each design phase as part of the project documentation. Example checklists can be found in [ER 1110-1-12](#).

(3) The DQC Plan shall be implemented by an Design Quality Control Manager who has the responsibility of being cognizant of and assuring that all documents on the project have been coordinated. This individual shall be a person who has verifiable engineering or architectural design experience and is a registered

professional engineer or architect. The Contractor shall notify the Contracting Officer, in writing, of the name of the individual, and the name of an alternate person assigned to the position.

The Contracting Officer will notify the Contractor in writing of the acceptance of the DQC Plan. After acceptance, any changes proposed by the Contractor are subject to the acceptance of the Contracting Officer.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of **design and construction**. Acceptance is conditional and will be predicated on satisfactory performance during the **design and construction**. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the **Postaward Conference, before start of design or construction**, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC **operations, design activities**, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a **CQC System Manager, a Design Quality Manager**, and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the

Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide, as part of the CQC organization, specialized personnel to assist the CQC System Manager for the following areas as required by the Scope of Work for each Task Order: electrical, mechanical, civil, structural, environmental, architectural, materials technician, submittals clerk, and occupied family housing coordinator. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

Area	Qualifications
a. Civil	Graduate Civil Engineer with 2 years experience in the type of work performed on this project or technician with 5 yrs related experience
b. Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
c. Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
d. Structural	Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience

Experience Matrix

Area	Qualifications
e. Architectural	Graduate Architect with 2 yrs experience or person with 5 yrs related experience
f. Environmental	Graduate Environmental Engineer with 3 yrs experience
g. Submittals	Submittal Clerk with 1 yr experience
h. Occupied family housing	Person, customer relations type, coordinator experience
i. Concrete, Pavements and Soils	Materials Technician with 2 yrs experience for the appropriate area
j. Testing, Adjusting and Balancing (TAB) Personnel	Specialist must be a member of AABC or an experienced technician of the firm certified by the NEBB.
k. Design Quality Control Manager	Registered Architect or Professional Engineer

3.4.4 Additional Requirement

In addition to the above requirements, the CQC System Manager shall have completed the course "Construction Quality Management For Contractors". This course is periodically offered within the Savannah District boundaries. CQC System Managers who have not successfully completed this course must attend the next available session. Those who do not successfully complete the session will be removed as CQC System Manager. There is currently a nominal fee, to cover the costs of training materials, for Contractors who have current contracts with the Savannah District.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall certify that submittals and deliverables are in compliance with the contract requirements. When Section 23 08 00.00 10 COMMISSIONING OF HVAC SYSTEMS is included in the contract, the submittals required by that section shall be coordinated with Section 01 33 00 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable

feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of

work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing

laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in [ASTM D 3740](#) and [ASTM E 329](#).

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor shall reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the following address:

US Army Engineer District, Savannah

Environmental & Materials Unit
200 North Cobb Parkway
Building 400, Suite 404
Marietta, GA 30062

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by Paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this Paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected

noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

CEGS-01 50 00/S (February 1997)

SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES
02/97**This specification section applies to all Task Orders.**

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.

All personnel shall have badges and vehicle passes or decals to enter the installation. Badges will be required to be worn at all times while on the installation. Decals will be required to enter the installation or the driver will be required to go to the MP station for a permit which will require driver license, proof of insurance, contract number, and point of contact for company before being allowed to enter.

1.1.2.1 Contractor Employee Information

All bases require the following information to remain on file throughout the life of this contract. Provide the following information to the Contracting Officer at the Pre-work and/or Pre-Construction meeting.

Contract No.

Contractor Name

Contractor Mailing Address

POC for Contractor (Name) and Phone No.

POC for Contract (COE or Installation) and Phone No.

Installation that contractor needs access; i.e. Hunter or Stewart

This requirement applies to construction firms, design AE firms, consultants and studies firms. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee.

1.1.2.2 Personnel Badges

The Contractor will comply with the base requirements for personnel badges.

1.1.2.3 Vehicle Registration

The individual employee will comply with the base requirements for vehicle registration.

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 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

1.2.4 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will

take a final meter reading, disconnect service, and remove the meters. The Contractor shall then remove all the temporary distribution lines, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

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 SUBMITTALS

See Section 01 33 00 SUBMITTAL PROCEDURES.

1.4 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.4.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.4.2 Project Signs

The Contractor shall furnish and install a project sign at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4-foot by 4-foot right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color No. 37038, Fed. Std. 595a) lettering. The 2-foot by 4-foot left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering.

The Contractor shall furnish and install a project sign at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4' by 4' right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color No. 37038, Fed. Std. 595a) lettering. The 2' by 4' left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering. Eight additional signs of similar construction and finish shall be furnished and installed at locations selected by the Contracting Officer. These signs shall be 36 inches wide, 15 inches high, with red letters 2 inches high on a white background and

shall read as follows:

"OFF LIMITS TO UNAUTHORIZED PERSONNEL"

The Contractor shall furnish and erect a project sign in the location as selected by the Contracting Officer. Details of construction shall be as shown on sketches included in Attachment 1 to Section 00800. The sign shall be constructed of 1/2 inch thick (or metric equivalent), grade A-C, exterior type plywood. The sign shall receive one coat primer paint followed by two coats brown color paint in accordance with Fed. Std. 595a, Color No. 20100 semigloss exterior type enamel. Lettering must be white gloss exterior type enamel (Fed. Std. 595a, Color No. 37875). Windows and door of the Castle and logo background shall be painted white (Fed. Std. 595a, Color No. 37875). The Castle and inner border line shall be brown (Fed. Std. 595a, Color No. 20100). Upon completion of work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

The Engineering and Services Directorate emblem (AFVA 85-3) may be acquired by sending a letter; a completed DD Form 1149, Requisition and Invoice/Shipping Document; or a DA Form 17, Requisition for Publications (Army customers) to:

The Air Force Publishing Distribution Center
2800 Eastern Boulevard
Baltimore, MD 21220-2898

1.5 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.5.1 Haul Roads

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and

other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 18,000 pounds.

1.5.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.6 CONTRACTOR'S TEMPORARY FACILITIES

1.6.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.6.2 Storage Area

The Contractor shall construct a temporary 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.

1.6.3 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 install temporary project screening fence around the entire work site including all storage areas. Fence shall be chain link fence 6 feet high with an attached bronze color screening material. The fence shall be maintained by the Contractor during the life of the project and removed at the end of the project. Grass and vegetation along the fence line shall be edged or neatly trimmed.

1.6.4 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the

construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.6.5 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.6.6 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.6.7 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. Any new building erected for a temporary field office 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 site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges up to a maximum of \$75.00 per month.

1.6.8 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's

temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.7 GOVERNMENT FIELD OFFICE

1.7.1 Omitted

1.7.2 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.

1.8 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.

1.9 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 be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. 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.

1.10 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

1.11 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work.

1.12 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control Program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team.

1.12.1 Approved Testing Laboratories

A composite listing of approved testing laboratories within the Savannah District is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (678) 354-0310. Fax requests can be made to number (678) 354-0330.

1.12.2 Other Laboratory Services

The Contractor may engage the services of a laboratory other than those approved by Corps of Engineers District Laboratory Inspection Team if they comply with the following:

- a. The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers District Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.
- b. All costs of Government inspection shall be the responsibility of the Contractor.
- c. The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

US Army Engineer District, Savannah
Environmental and Materials Unit
200 North Cobb Parkway
Building 400, Suite 404
Marietta, GA 30062

1.13 "AS-BUILT" RECORD DRAWINGS - CIVIL

1.13.1 Masters

The Contractor shall be responsible for maintaining one set of master prints on the job site, on which he shall keep a careful and neat record of all deviations from the original contract drawings which are made to each phase of construction as the work progresses. The Contractor is responsible for noting all changes and corrections on these record drawing prints promptly as the changes occur, but in no case less often than on a weekly basis. The record drawing prints which are maintained shall indicate all changes and modifications incorporated into the work as well as the following:

1.13.1.1 Subsurface Utility Lines

Actual location of all subsurface utility lines. Type of materials

actually installed, major sizes of lines, etc. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, both ends of each run each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensions along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

1.13.1.2 Shop Drawings

Any shop drawings which constitute part of the design shall be included with the record drawings.

1.13.1.3 Manufacturer and Model Number

The manufacturer and model number of all major items of equipment shall be shown on the record drawings

1.13.1.4 Additives

Upon completion of all construction, the Contractor will delete all references to unawarded additives shown on the contract drawings.

1.13.2 Notated Prints

These notated prints shall be certified as to their correctness by the signature of the Contractor and turned over to the Resident Contracting Officer not later than 10 days after final acceptance of the work by the Government. Marked-up prints shall be reviewed for approval by the Contracting Officer (COR) and returned for corrections as necessary.

1.13.3 Final Revised As-built Drawings

Final revised as-built drawings will be made by the Government by transferring all corrections the Contractor has noted on the set of master prints to the original contract drawings.

1.14 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION - CATEGORY I

1.14.1 Site Evaluation

The job site has been evaluated for potential site contamination. The site is located in a traditionally non-hazardous location. The installation has no reason to suspect contamination.

1.14.2 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer. The Contracting Officer, will issue a written order to the Contractor to resume work or 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 as provided in FAR 52.242-14 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the

assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.
- d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.15 OMITTED

1.16 CONSTRUCTION SCHEDULE RESTRAINTS

1.16.1 Occupancy

The work to be performed is to be accomplished in facilities which may be occupied and in normal usage during the course of construction as indicated in each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.16.2 Protection

Contractor shall provide covering, shields, and barricades as required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture, or other cause of damage resulting from construction.

1.16.3 Phasing and Sequence

1.16.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.16.3.2 Special Work Restraints

As required per task order.

1.16.4 Time of Performance

1.16.4.1 Access to Buildings

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.16.4.2 Work Requiring Outages

Work requiring outages of utilities or building systems will generally be accomplished after normal working hours and/or on weekends or in coordination with the Contracting Officer and in accordance with prior approved schedule(s).

1.16.5 Outages

Work requiring outages of utility systems or building systems will require 2 weeks advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

1.16.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officer if other than Holidays.

1.17 CONSTRUCTION SCHEDULE RESTRAINTS - FORT BENNING

1.17.1 Occupancy

The work to be performed is to be accomplished in facilities which will be may be occupied during the course of construction as indicated in each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.17.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.17.3 Phasing and Sequence

1.17.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.17.3.2 Special Work Restraints

As required per task order.

1.17.4 Time of Performance

1.17.4.1 Access to Buildings

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.17.4.2 Work Requiring Outages

Work requiring outages of utilities or building systems will be accomplished after normal working hours and/or on weekends or in coordination with the Contracting Officer and in accordance with prior approved schedule(s).

1.17.5 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

1.17.6 Waste Disposal

All construction/demolition waste shall be disposed of off post at the expense of the Contractor.

1.17.7 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officer if other than Holidays.

1.17.8 Department of the Army License

The Contractor shall complete and sign a license for use of storage and administrative areas on Government land.

1.18 CONSTRUCTION SCHEDULE RESTRAINTS - FORT STEWART, GA

1.18.1 Occupancy

The work to be performed is to be accomplished in facilities which may be occupied during the course of construction as indicated in each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.18.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.18.3 Phasing and Sequence

1.18.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.18.3.2 Special Work Restraints

As required by task order.

1.18.4 Time of Performance

1.18.4.1 Access to Buildings

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.18.4.2 Work Requiring Outages

Work requiring outages of utilities or building systems will generally be accomplished after normal working hours and/or on weekends or in

coordination with the Contracting Officer and in accordance with prior approved schedule(s).

1.18.5 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

1.18.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officer if other than Holidays.

1.18.7 Excavation Permits

Excavation permits will require 1 week's advance written notice and will be subject to the Contracting Officer's approval. Notice shall be accompanied with a sketch showing the location of the proposed excavation.

1.18.8 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days.

1.18.9 Entry

Entry to all areas, except the cantonment area, to be coordinated with Range Control, Building 7901 (intersection of Georgia Highway 144 and Fort Stewart Road 47) and the Provost Marshal's office.

1.18.10 Fire Zone

The Contractor is required to provide 72-hour notice to the Contracting Officer prior to the final programming of the fire zone information at the main fire station.

1.18.11 Excavated Debris

All excavated debris will be hauled off post. No landfills are available on Fort Stewart.

1.19 CONSTRUCTION SCHEDULE RESTRAINTS - HUNTER AAF, GA

1.19.1 Occupancy

The work to be performed is to be accomplished in facilities which may be occupied during the course of construction as indicated on each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and

concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.19.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.19.3 Phasing and Sequence

1.19.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.19.3.2 Special Work Restraints

As required per task order.

1.19.4 Time of Performance

1.19.4.1 Access to Buildings

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.19.4.2 Work Requiring Outages

Work requiring outages of utilities or building systems will generally be accomplished after normal working hours and/or on weekends or in coordination with the Contracting Officer and in accordance with prior approved schedule(s).

1.19.5 Time of Performance

Contractor's work requiring outages of utility systems or building systems will require 2 weeks advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

1.19.6 Continuity

All tools, labor and materials required to complete any item of work within

a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officer if other than Holidays.

1.19.7 Excavation Permits

Excavation permits will require 1 week's advance written notice and will be subject to the Contracting Officer's approval. Notice shall be accompanied with a sketch showing the location of the proposed excavation.

1.19.8 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days.

1.19.9 Entry

Entry to all areas to be coordinated with the Provost Marshal's office, Traffic Division, Building 1251.

1.20 CONSTRUCTION SCHEDULE RESTRAINTS - ROBINS AFB, GA

1.20.1 Occupancy

The work to be performed is to be accomplished in facilities which may be occupied during the course of construction as indicated in each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.20.2 Disposal of Waste/Excess Material

Excess clean fill dirt and topsoil shall be disposed of off Base.

1.20.3 Use of Radios

The Contractor will be permitted to use radios only when approved in writing by the Contracting Officer.

1.20.4 Contractor Entry and Exit Procedures

1.20.4.1 Entry

Entry into the Base will be gained through gate 12 during the hours of 6 a.m. through 5 p.m. Monday through Friday, excluding holidays. Access required at any other times will be through the main gate and around the south end of the runway.

1.20.4.2 Contractor Vehicles

All Contractor vehicles will be clearly identified as such to gain entry to

the Base. All Contractor personnel shall possess the required passes and identification at all times while at work on Base.

1.20.4.3 AFMC Form 496

AFMC Form 496 is used to request and record the issuance of identification cards (AFMC Form 87). A requesting official from the Contractor will initiate the forms, assure their accuracy, and delivery them to Pass and Identification Office. Identification cards issued to the Contractor personnel must be returned when the individual ceases to be employed by the Contractor or the pass is no longer valid.

1.20.4.4 Identification Cards

The Contractor shall furnish a list of all personnel authorized identification cards for this contract and shall update it so that is it current at all times. This list shall be furnished to the Pass and Identification Office on company letterhead and shall include the contract number, location of the work site, and expiration dates.

1.20.4.5 Credentials

When the contract terminates or the identification credentials expire, the Contractor shall ensure that credentials issued to employees and subcontractors' employees are returned to the Pass and Identification Office. A letter of certification shall be submitted to the Contracting Officer stating that all Base identification badges have been accounted for. The Contractor shall submit a copy of this certification with the final pay request. Noncompliance with these requirements will result in withholding of final payment.

1.20.5 Cutting of Roads and Streets

All roads and streets which require surface cutting under this project shall be repaired to their original condition or as otherwise specified within 10 workdays after the initial cutting unless otherwise specified. Any construction work on or near roads or streets which does not require complete closure to traffic and which may present a traffic hazard shall be marked, barricaded, and lighted in accordance with EM 385-1-1.

1.20.6 Storage Areas

1.20.6.1 Storage

The Contractor's storage area is indicated on the plans. The Contractor shall cooperate with other contractors utilizing the adjacent areas and not block the entrance to the area at any time.

1.20.6.2 Security

All items stored on Base by the Contractor are the sole responsibility of the Contractor.

1.20.7 Adverse Weather Data Forms

The Contractor will utilize adverse weather data forms to track weather days. The Contractor or his designated representative will agree on the number of weather days on a monthly basis with the Contracting Officer.

1.20.8 Time of Performance

Work requiring outages of utilities or building systems will generally be accomplished after normal working hours and/or on weekends in coordination with the Contracting Officer and in accordance with prior approved schedule(s).

1.20.9 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage.

1.20.10 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officer if other than Holidays.

1.21 CONSTRUCTION SCHEDULE RESTRAINTS - MOODY

1.21.1 Utility Outages

Planned interruptions of utility services (electrical power, water, natural gas, etc.) shall be detailed and coordinated by the Contractor. Requests for interruptions which will involve Base facilities other than in this contract shall be submitted in writing by the Contractor to the Contracting Officer at least 14 working days before the planned outage. If the outage affects only the facility in this contract, the request shall be submitted at least 3 working days before the planned outage. Contractor shall not interrupt service(s) until approval has been granted. Requests shall include facility/ facilities affected, date of scheduled outage, and duration. Requests for interruption of service(s) will not be approved until all equipment and materials required for that particular phase of work are on the job site. Interruptions will be granted Monday through Friday for the following times: 7:15 a.m. until 11 a.m. and 12:30 p.m. until 4 p.m. If weekend (Saturday and Sunday) outages are required or are preferred, they shall be coordinated as specified above. Power and utility outage duration shall be limited to 8 hours, Monday through Friday.

1.21.2 Construction Permits

A local permitting procedure is in effect at Moody Air Force Base for any work which may disrupt aircraft or vehicular traffic flow, Base utility services, routine activities of the installation or which may involve subsurface excavation. Contractor must plan and detail any work of this nature sufficiently in advance of the proposed work. An AF Form 103, Base Civil Engineering Work Clearance Request, must be submitted at least 10 working days in advance of the proposed performance date to the Contracting Officer. Work will not begin until approval has been granted. Forms will be made available to the Contractor at the preconstruction conference.

1.21.3 Time of Performance

All work requiring access to building interiors excluding attics, crawl

spaces, etc., and all other work shall be performed between 8 a.m. and 5 p.m. excluding official holidays unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 48 hours in advance. This will allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates will be charged to the Contractor and will be deducted from the final payment of the contract amount. The Contractor shall coordinate with Base security police prior to performing work after normal duty hours.

1.21.4 Excavation Notification

Prior to excavating, call toll free 1-800-282-7411, "Utilities Protection Center," which acts as a clearinghouse for utility companies for added protection of underground utilities.

1.21.5 Cutting or Welding

Prior to cutting or welding (open flame) contact the Resident Engineer's Office.

1.21.6 Coordination

The Contractor shall locate and stake out all utilities prior to starting work.

1.21.7 Cutting and Patching

All cutting and patching work shall be performed by the Contractor. The parts shall fit properly. Interfaces between existing facilities and new work will be carefully coordinated. New exposed surfaces will match adjacent existing surfaces.

1.21.8 Disposition of Materials and Equipment Removed from Buildings

Unless otherwise noted, all materials and equipment removed from buildings during this contract become the sole possession of the Contractor and are his sole responsibility for removal from the Base and/or proper disposal.

1.21.9 Entry

Arrangements for Base entrance permits and decals for Contractor operated vehicles will be made at the preconstruction conference conducted at the Corps of Engineers, Moody Resident Engineer Office. The Contractor's vehicles must be registered, and this registration is accomplished through the Resident Engineer's Office. The Contractor, all subcontractors, and their employees shall remove the base decals from their vehicles and return them to the Resident Engineer's office.

1.21.10 Road Closures

There will be no complete road closures. The Contractor will be required to maintain traffic flow at all times. The Contractor shall provide flagmen, etc., as necessary to maintain safe traffic flow.

1.21.11 Hauling

The Contractor shall use the cemetery gate for hauling purposes (i.e. debris removal, transportation of material, etc.). The use of the south gate and south Perimeter Road for hauling purposes is not permitted.

1.21.12 Disposal Areas

There are no disposal areas on Base available to the Contractor.

1.21.13 Construction Site

The construction site is adjacent to an active airfield. The Contractor shall secure all loose objects from becoming foreign object debris (FOD) on the airfield. Sweeping and cleaning of airfield pavements will be done as necessary to remove any foreign objects or debris resulting from construction operations. This requirement will be strictly enforced. Compliance failure may result in partial stoppage of work in affected areas until cleanup is performed.

1.21.14 Airfield Provisions

Airfield provisions apply when pulling cable across the airfield, runways, etc. There will always be ONE active runway during the construction period. The Contractor must be in constant radio communication with the tower.

1.21.14.1 Communications

Communications capability between the Contractor and the control tower shall be furnished by the Contractor. The Contractor shall provide a minimum of two two-way radio transceivers capable of operating on control frequency of 166.1 MHZ for his use during the construction period. The Contractor shall monitor this frequency at all times when working in the active area. These radios shall be owned and maintained by the Contractor during the construction period. The Contractor shall be required to remove the 166.1 MHZ crystals when this project is completed. The 166.1 MHZ frequency shall not be used except for work on the airfield during this project.

1.21.14.2 Airfield Safety

Work outside the project work limits shall only be conducted during nonflying days and with the prior coordination of the Contracting Officer and Airfield Management (Base Operations), OSAA, ext. 3305. The Contractor and/or subcontractor(s) shall be held strictly accountable for any actions by employees detrimental to the safe conduct of flying operations. The Contractor provide radios during this project. The Contractor shall also provide adequate hearing protection in the airfield area and within the project limits.

1.21.14.3 Severe Weather Warning Requirements

When notified by the Contracting Officer or the Base Operations Officer that a severe weather warning alert has been issued for the area in which the contract is being executed, the Contractor shall immediately take necessary action to tie down and secure all materials on the job site that

could become missiles as a result of strong surface winds, thunderstorms, etc. This requirement also includes all nonregular working periods such as nights, Saturdays, Sundays, and holidays.

1.21.14.4 Airfield Pavement Access

a. The Contractor shall be shown his points of access to the airfield area and his work area at the Preconstruction Conference. Under no circumstances will the Contractor or his subcontractors use any other access to the airfield area and his work area. All vehicle operators, before driving on the flight line, will be given special instructions on standard flight line traffic controls and signals, and advised by Base Operations of the particular hazards involved.

b. The following standard shall be observed at all times when operating vehicles on the flight line. Careful attention and strict adherence to these precautions will be required to prevent accidental damage to aircraft and possible injury to both flight and ground personnel.

c. Vehicles shall not be driven within 50 feet of an aircraft or under any part of an aircraft. Vehicles shall not be backed or driven forward in the immediate direction of any aircraft within 50 feet, or shall a vehicle be driven within 50 feet of aircraft fueling or defueling operation. When parked on the flight line, vehicles and all equipment mounted on wheels, which do not have integral braking systems, shall be chocked when left unattended. Vehicles left unattended and parked on the flight line shall be left unlocked with keys in the ignition system.

d. Under no circumstances shall vehicles be allowed to stand in front of, or be driven into, the path of taxiing aircraft. No vehicle will be parked or driven closer than 25 feet in front or 200 feet to the rear of any aircraft when engines are in operation or about to be put in operation.

e. Vehicle operators shall obey the flight line speed limits set by local officials. In no case shall vehicles be operated in excess of 15 mph.

f. Before airfield operations, vehicle operators shall ensure that all equipment carried on their vehicles is properly stowed and secured and that the vehicles are inspected for objects that could damage aircraft. After vehicles are operated on unpaved surfaces, operators shall stop when reaching the airfield pavement and remove any rocks or other objects that are wedged between the tires or treads.

g. Vehicle operations on the flight line or airfield are under the control of tower personnel. Control tower light signals and radio instructions shall be observed and obeyed by vehicle operators. The following light signals flashed from the control tower will control vehicle traffic:

Steady green light - clear to cross

Flashing green light - cleared to proceed and watch for lights

Steady red light - stop - vehicle will not be moved

Flashing red light - clear active runway immediately

Red and Green light - general warning - exercise extreme caution

h. The Contractor, before starting work, shall request the Contracting Officer to schedule a briefing from the Base Operations Officer and the Safety Office. The briefing will review the above safety requirements and cover any additional local safety precautions related to the work under this contract.

1.22 COLOR BOARDS

Six sets of color boards shall be submitted, in addition to samples required elsewhere. Such submittals shall be made not later than 60 days prior to approval date required to achieve compliance with approved project schedule. Each set of boards shall include samples of colors and finishes of all exterior and interior building surfaces such as walls, toilet partitions, floors and ceilings. The samples will be presented on 8-inch by 10-1/2 inch boards (modules) with a maximum spread of 24 inches by 31-1/2 inches for foldouts. The modules shall be designed to fit in a standard looseleaf, three-ring binder. If more space is needed, more than one board per set may be submitted. The Contractor shall certify that he has reviewed the color samples in detail and that they are in strict accordance with the contract drawings and specifications, except as may be otherwise explicitly stated. If multiple material and finish (color) schemes are required, samples shall be identified by scheme and coordinated to room names and numbers shown on the architectural floor plans and room finish and color schedule. Submittal of the color boards shall not relieve the Contractor of the responsibility to submit the samples required by technical specifications.

1.23 ACCESS TO WORK AREAS

Scheduling of access to family housing units shall be coordinated with the Family Housing Division through the Contracting Officer and shall comply with the following:

1.23.1 Family Housing Office

Family Housing office will notify family quarters occupants by letter of the general time frame in which the Contractor will be allowed access to their set of quarters. This general schedule will be based on the Contractor's schedule, submitted in accordance with contract clause SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15).

1.23.2 Notification of Occupants

It shall be the Contractor's responsibility to notify, in writing, the occupants of each family housing unit of the specific day access is desired and the exact nature of the work to be performed. This notice must be given a minimum of 3 workdays and a maximum of 5 days in advance.

1.23.3 Re-notification of Occupants

It should be understood by the Contractor that, even with the notification system outlined above, access to some units of family housing will not be available the first time, and it may be necessary to renotify the occupants. After two unsuccessful attempts by the Contractor, the Contracting Officer's Representative will be notified and will affect final notification. In no case will the Contractor or his employees enter family housing units without the occupants being present.

1.23.4 Unoccupied Quarters

In the case of unoccupied, vacant quarters, the Family Housing office will provide access.

1.23.5 Work Schedule

The Contractor shall schedule his work in a manner that will reduce the inconvenience to the family housing occupants to a minimum. The Contractor shall finish his daily increments of work to the extent that the family housing units are habitable and functional.

1.23.6 Damage to Quarters

The Contractor will ensure that all his employees entering family housing make every reasonable effort to refrain from tracking in dirt or mud and other extraneous matter. It shall be the Contractor's responsibility to clean and/or repair any damage caused by his employees. The Contractor shall be responsible for repairing any structural or architectural damage that occurs as a result of his performance of this work.

1.23.7 Name Tags

The Contractor will provide a name tag for each of his personnel entering family housing. This nametag will show the complete name of the employee and the name of the employee's firm. This nametag will be worn at all times when entering and working in family housing. In addition, each crew will be provided with a letter of identification from the Family Housing office.

1.23.8 Removal of Furnishings

The Contractor will be required to remove all furniture and other items required to be moved in order to perform the work. Care of the furniture and other items during moving (removing and return) shall be the responsibility of the Contractor, and if any damage is incurred due to fault or negligence of the Contractor, his agents and/or employees, repairs shall be at the Contractor's expense. Furniture and items shall be stored within the area in a location as convenient as possible to the occupant. Furniture and other items shall be replaced by the Contractor upon completion of the work.

1.24 REQUEST FOR INFORMATION (RFI) SYSTEM

The Government has developed an electronic database, the Request for Information (RFI) System within the Quality Control System (QCS), to track and answer Contractor questions, requests for information and clarifications during construction. The use of the RFI System for all requests (the Contractor's as well as the subcontractors'/suppliers') is a contractual requirement for this project. The Contractor will enter the system over the Internet using a WEB browser such as Internet Explorer 5.0 or newer or Netscape 4.7 or newer and any Internet service provider. The Government will provide the Contractor a user identification and password for the system that will only allow the Contractor to enter and view the requests for this project. The Contractor will provide the Government the E-mail address for the individual(s) inputting into the system in order that E-mail messages can be sent from the Government to the Contractor indicating a response to the request. The Government will provide instructions in the use of the RFI system. The Contractor must fill in

seven fields in the Contractor Data portion of the RFI form, which include Date Required, Priority, Short Description, Problem Description, Recommended Action, Cost, and Time. The Government will be notified through an E-mail message that the Contractor has entered a request into the system. When the Government has answered the request, an E-mail message will be sent informing the Contractor that the answer to the request is in the system. The Contractor will enter the system to retrieve the answer using the same procedure to enter the question. The RFI System assigns a unique number to each request. The Contractor will not be reimbursed separately for the required use of this system. The Contractor shall include any costs associated with the use of this system into their bid.

1.25 PROGRESS PHOTOGRAPHS

The Contractor shall, during the progress of the project, furnish the Contracting Officer progress photographs and color digital images taken with a camera having no less than 2.8 meg-pixels image resolution to depict progress of construction. The electronic files shall be submitted in JPEG format on compact disk (CD); two copies of CDs are required. The Contractor shall submit glossy prints along with the electronic digital images. A qualified, established, commercial photographer shall perform the photographic work. The photographs shall be taken between the 1st and 5th day of each month and be delivered to the Contracting Officer not later than the 20th day of the same month taken. The photographs shall be taken from not less than six positions for each month as selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. The photographs shall be 8-inch by 10-inch color glossy prints and the electronic files shall be no less than 3.68 inches high by 4.90 inches wide at full scale. Each photograph shall be identified showing date made, contract title and number and a brief description of work depicted and shall be sequentially numbered. The identifying data shall be placed on the back of the prints. The electronic files shall be numbered the same as the photographs; and the rest of the data with a brief description of the work depicted can be placed in a text file on the CD. No identifying data shall appear on the face of prints or in the viewing area of the electronic files. One copy of each photograph and the corresponding negative shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection therewith shall be considered incidental to costs of the overall project.

1.26 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.

1.27 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas

shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

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SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

04/06

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.

U.S. AIR FORCE (USAF)

AFI 32-1053 (1999) Pest Management Program

U.S. ARMY (DA)

DA AR 200-5 (1999) Pest Management

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008) Safety and Health Requirements Manual

WETLAND MANUAL Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328 Definitions of Waters of the United States

40 CFR 150 - 189 Pesticide Programs

40 CFR 260 Hazardous Waste Management System: General

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 262 Standards Applicable to Generators of Hazardous Waste

40 CFR 279 Standards for the Management of Used Oil

40 CFR 302 Designation, Reportable Quantities, and Notification

40 CFR 355 Emergency Planning and Notification

40 CFR 68 Chemical Accident Prevention Provisions

49 CFR 171 - 178 Hazardous Materials Regulations

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

1.2.5 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.

1.2.6 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor must 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" must occur. Land Application must be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.7 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.

1.2.8 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.

1.2.9 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.

1.2.10 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.11 Wetlands

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

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 must be protected during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.

1.4 SUBCONTRACTORS

Ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the Contractor's responsibility. All costs associated with this section must be included in the contract price.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00

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, 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 must be defined within the Environmental Protection Plan as outlined in this section. 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 are considered necessary, must be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, 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 must be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section will relieve the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor will be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

Include in the environmental protection plan, but not limit it 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 must 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. Include in the Spill Control plan 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. Include in this plan, 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 will immediately notify the Contracting Officer and Facility Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. Include in the plan 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 and

schedules for disposal.

- 1). Identify any subcontractors responsible for the transportation and disposal of solid waste. Submit licenses or permits for solid waste disposal sites that are not a commercial operating facility.
 - 2). Evidence of the disposal facility's acceptance of the solid waste must be attached to this plan during the construction. Attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. Submit the report for the previous quarter on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted (e.g. the first working day of January, April, July, and October).
 - 3). Indicate in the report the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.
 - 4). A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. Detail in the plan 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 onsite at any given time must be included in the contaminant prevention plan. Update the plan as new hazardous materials are brought onsite or removed from the site.
- 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 must 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 must 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, include a copy of the permit and associated documents as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan must 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. Include in the plan methods to assure the protection of known or discovered resources, identifying lines of communication between Contractor personnel and the Contracting Officer.

q. Include and update a pesticide treatment plan, as information becomes available. Include in the plan: 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. Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements are the Contractor's responsibility in conformance with [DA AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports"] [AFI 32-1053 Sections 3.4.13 and 3.4.14] for data required to be reported to the Installation.

1.7.3 Appendix

Attach to the Environmental Protection Plan, as an appendix, copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents.

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 will make a joint condition survey. Immediately following the survey, the Contractor will 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 will be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor must 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 work under the contract.

1.9 OMITTED

1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations from the drawings, plans and specifications, requested by the Contractor and 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. After receipt of such notice, the Contractor will 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 will be granted or equitable adjustments allowed 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, 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 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". Obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations is the Contractor's responsibility.

3.2 LAND RESOURCES

Confine all activities to areas defined by the drawings and specifications. Identify any land resources to be preserved within the work area prior to the beginning of any construction. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval, except in areas indicated on the drawings or specified to be cleared. Ropes, cables, or guys will not be fastened to or attached to any trees for anchorage unless specifically authorized. Provide effective protection for land and vegetation resources at all times, as defined in the following subparagraphs. Remove stone, soil, or other materials displaced into uncleared areas.

3.2.1 Work Area Limits

Mark the areas that need not be disturbed under this contract prior to commencing construction activities. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. The Contractor's personnel must 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 must be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

Providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations is the Contractor's responsibility. 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 construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. Construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01 57 23 TEMPORARY STORM WATER POLLUTION CONTROL. 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 must also be in accordance with the National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP) and the Erosion and Sediment Control Plan which may be reviewed at the installation Environmental Office. Remove any temporary measures after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities will be made only when approved. Erosion and sediment controls must be provided for onsite borrow and spoil areas to prevent sediment from

entering nearby waters. Temporary excavation and embankments for plant and/or work areas must be controlled to protect adjacent areas.

3.3 WATER RESOURCES

Monitor all water areas affected by construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation unless otherwise indicated. For construction activities immediately adjacent to impaired surface waters, the Contractor must 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 will be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. Comply with the State water quality standards and anti-degradation provisions.

3.3.2 Stream Crossings

Stream crossings must allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments.

3.3.3 Wetlands

Do not enter, disturb, destroy, or allow discharge of contaminants into any wetlands except as authorized herein. The protection of wetlands shown on the drawings in accordance with paragraph ENVIRONMENTAL PERMITS, REVIEWS, AND APPROVALS is the Contractor's responsibility. Authorization to enter specific wetlands identified will 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 will 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; must be controlled at all times, including weekends, holidays and hours when work is not in progress. 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. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all

State and local visibility regulations.

3.4.2 Odors

Odors from construction activities must be controlled at all times. The odors must be in compliance with State regulations and/or local ordinances and may not constitute a health hazard.

3.4.3 Sound Intrusions

Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the State rules.

3.4.4 Burning

Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning will be subject to approval. Confine fires to a closed vessel, guarded at all times, and under constant surveillance until contents have burned out or have been extinguished. Burning must completely reduce the materials to ashes.

3.5 HTRW AIR EMISSION CONTROL

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 will be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.6.1 Solid Wastes

Place solid wastes (excluding clearing debris) in containers which are emptied on a regular schedule. Handling, storage, and disposal must be conducted to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. 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 will be the minimum acceptable offsite solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.6.2 Chemicals and Chemical Wastes

Dispense chemicals ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. This documentation will be periodically reviewed by the Government. Collect chemical waste in corrosion resistant, compatible containers. Collection drums must be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes will 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. At a minimum, manage and store hazardous waste in compliance with 40 CFR 262 [in accordance with the Project Office hazardous waste management plan]. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes, protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. 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 is the Contractor's responsibility. 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. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials must be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills are the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility. Coordinate the disposition of hazardous waste with the 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 must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site is not allowed. Fuel must be brought to the project site each day that work is performed.

3.6.5 Waste Water

Disposal of waste water will 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. will not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. Dispose of the construction related waste water off-Government property in accordance with all Federal,

State, Regional and Local laws and regulations.

- b. For discharge of ground water, the Contractor will obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging. Surface discharge in accordance with the requirements of the NPDES or State STORM WATER DISCHARGES FROM CONSTRUCTION SITES permit.
- c. Water generated from the flushing of lines after disinfection or disinfection in conjunction with hydrostatic testing will be 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

Participate in State and local government sponsored recycling programs. The Contractor must participate in the recycling and waste minimization activities to divert non-hazardous solid waste.

3.8 OMITTED

3.9 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources will 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, 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. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.10 BIOLOGICAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The protection of threatened and endangered animal and plant species, including their habitat, is the Contractor's responsibility 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, must coordinate with the Installation Pest Management Coordinator (IPMC) at the earliest possible time prior to pesticide application. Discuss integrated pest management strategies with the IPMC and receive concurrence from the IPMC through the COR prior to the application of any pesticide associated with these specifications. Installation Project Office Pest Management personnel will be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. The use and management of pesticides are regulated under 40 CFR 150 - 189.

3.11.1 Pesticide Delivery and Storage

Deliver pesticides to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Store pesticides according to manufacturer's instructions and under lock and key when unattended.

3.11.2 Qualifications

For the application of pesticides, use the services of a subcontractor whose principal business is pest control. The subcontractor must be licensed and certified in the state where the work is to be performed.

3.11.3 Pesticide Handling Requirements

Formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Furnish Material Safety Data Sheets (MSDS) for all pesticide products.

3.11.4 Application

Apply pesticides using a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator must wear clothing and personal protective equipment as specified on the pesticide label. The Contracting Officer will designate locations for water used in formulating. Do not allow the equipment to overflow. All equipment must be inspected for leaks, clogging, wear, or damage and repaired prior to application of pesticide.

3.12 PREVIOUSLY USED EQUIPMENT

Clean all previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.

3.13 MAINTENANCE OF POLLUTION FACILITIES

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 military munitions, as defined in 40 CFR 260, are discovered or uncovered, the Contractor will immediately stop work in that area and immediately inform the Contracting Officer.

3.15 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel must be trained in all phases of environmental protection and pollution control. Conduct environmental protection/pollution control meetings for all personnel prior to commencing construction activities. Additional meetings must be conducted for new personnel and when site conditions change. Include in the training and meeting agenda: 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 OMITTED

3.17 POST CONSTRUCTION CLEANUP

The Contractor will clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". 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 must be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

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SECTION 01 57 23

TEMPORARY STORM WATER POLLUTION CONTROL
04/08

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.

ASTM INTERNATIONAL (ASTM)

ASTM D 4439	(2004) Geosynthetics
ASTM D 4491	(1999a; R 2004e1) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(2004) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(2008) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(2004) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(2002) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 832-R-92-005	(1992) Storm Water Management for Construction Activities Developing Pollution Preventions and Plans and Best Management Practices
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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 122.26	Storm Water Discharges (Applicable to State NPDES Programs, see section 123.25)
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1.2 SYSTEM DESCRIPTION

The work consists of implementing the storm water pollution prevention measures to prevent sediment from entering streams or water bodies as specified in this Section in conformance with the requirements of Section 01 57 20.00 10 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to that Section.

1.3 EROSION AND SEDIMENT CONTROLS

The controls and measures required of the Contractor are described below.

1.3.1 Stabilization Practices

The stabilization practices to be implemented include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control matts, protection of trees, preservation of mature vegetation, etc. On the daily CQC Report, record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, initiate stabilization practices as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.3.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases or is precluded by unsuitable conditions caused by the weather, initiate stabilization practices as soon as practicable after conditions become suitable.

1.3.1.2 No Activity for Less Than 21 Days

When the total time period in which construction activity is temporarily ceased on a portion of the site is 21 days minimum, stabilization practices do not have to be initiated on that portion of the site until 14 days have elapsed after construction activity temporarily ceased.

1.3.1.3 Burnoff

Burnoff of the ground cover is not permitted.

1.3.1.4 Protection of Erodible Soils

Immediately finish the earthwork brought to a final grade, as indicated or specified, and protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

1.3.2 Erosion, Sediment and Stormwater Control

a. Omitted.

b. Submit "Erosion and Sediment Control Reports" (E&S) (form provided at the pre-construction conference) and "Stormwater Inspections for General Permit NCG010000 - Land Disturbing Activities" (form provided at <http://h2o.enr.state.nc.us/su/PDF Files/SW General Permits/NCG01 Inspect log.pdf>) to the Contracting Officer once every 7 days and within 24 hours of a storm event that produces 0.5 inch or more of rain.

c. Comply with NCG010000, North Carolina Permit to Discharge Storm Water under the National Pollutant Discharge Elimination System. The existing permit may be obtained from: <http://h2o.enr.state.nc.us/su/PDF Files/SW General Permits/NCG01 Inspect log.pdf>.

d. Omitted.

e. Submit a [Storm Water Notice of Intent](#) for NPDES coverage under the

general permit for construction activities and a [Storm Water Pollution Prevention Plan](#) (SWPPP) for the project to the Contracting Officer prior to the commencement of work. The SWPPP shall meet the requirements of the State general permit for storm water discharges from construction sites. Submit the SWPPP along with any required Notice of Intents, Notice of Termination, and appropriate permit fees, via the Contracting Officer, to the appropriate State agency for approval, a minimum of 14 calendar days prior to the start of any land disturbing activities. Maintain an approved copy of the SWPPP at the construction on-site office, and continually update as regulations require, to reflect current site conditions. Include within the SWPPP:

- (1) Identify potential sources of pollution which may be reasonably expected to affect the quality of storm water discharge from the site.
- (2) Describe and ensure implementation of practices which will be used to reduce the pollutants in storm water discharge from the site.
- (3) Ensure compliance with terms of the State general permit for storm water discharge.
- (4) Select applicable best management practices from EPA 832-R-92-005.
- (5) Include a completed copy of the Registration Statement, BMP Inspection Report Template and Notice of Termination except for the effective date.
- (6) Storm Water Pollution Prevention Measures and Notice of Intent [40 CFR 122.26](#), [EPA 832-R-92-005](#). Provide a "Storm Water Pollution Prevention Plan" (SWPPP) for the project. The SWPPP will meet the requirements of the State general permit for storm water discharges from construction sites. Submit the SWPPP along with any required Notice of Intents, Notice of Termination, and appropriate permit fees, via the Contracting Officer, to the appropriate State agency for approval, a minimum of 14 calendar days prior to the start of construction. A copy of the approved SWPPP will be kept at the construction on-site office, and continually updated as regulations require to reflect current site conditions.

1.3.3 Omitted

1.3.4 Structural Practices

Implement structural practices to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Implement structural practices in a timely manner, during the construction process, to minimize erosion and sediment runoff. Include the following devices; Location and details of installation and construction are shown on the drawings.

1.3.4.1 Silt Fences

Provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Properly install silt fences to effectively retain sediment immediately after completing each phase of work where erosion

would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Install silt fences in the locations indicated on the drawings. Obtain approval from the Contracting Officer prior to final removal of silt fence barriers.

1.3.4.2 Straw Bales

Provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. If bales are used, properly place the bales to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, place the bales as work progresses, remove/replace/relocate the bales as needed for work to progress in the drainage area). Show on the drawings areas where straw bales are to be used. The Contracting Officer will approve the final removal of straw bale barriers. Provide rows of bales of straw as follows:

- a. Along the downhill perimeter edge of all areas disturbed.
- b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- c. Along the toe of all cut slopes and fill slopes of the construction areas.
- d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Space the rows as shown on the drawings.
- e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Space the rows as shown on the drawings.
- f. At the entrance to culverts that receive runoff from disturbed areas.

1.3.4.3 Diversion Dikes

Build diversion dikes with a maximum channel slope of 2 percent and adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. Ensure that the diversion dikes are not damaged by construction operations or traffic. Locate diversion dikes where shown on the drawings.

]1.3.5 Sediment Basins

Trap sediment in temporary or permanent sediment basins. Select a basin size to accommodate the runoff of a local 25-year storm. Pump dry and remove the accumulated sediment, after each storm. Use a paved weir or vertical overflow pipe for overflow. Remove collected sediment from the site. Institute effluent quality monitoring programs. Install, inspect, and maintain best management practices (BMPs) as required by the general permit. Prepare BMP Inspection Reports as required by the general permit. If required by the permit, include those inspection reports.

1.3.6 Vegetation and Mulch

- a. Provide temporary protection on sides and back slopes as soon as

rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

b. Seeding: Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to establish or reestablish a suitable stand of grass.

1.4 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. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Storm Water Pollution Prevention Plan
Storm Water Notice of Intent

Pollution prevention plan and Notice of intent for NPDES coverage under the general permit for construction activities

SD-06 Test Reports

Storm Water Inspection Reports for General Permit
Erosion and Sediment Controls

SD-07 Certificates

Mill Certificate or Affidavit

Certificate attesting that the Contractor has met all specified requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

Identify, store and handle filter fabric in accordance with ASTM D 4873.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

Provide geotextile that complies with the requirements of ASTM D 4439, and consists of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and contains stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. Provide synthetic filter fabric that contains ultraviolet ray inhibitors and stabilizers to assure a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile Elongation (percent)	ASTM D 4632	100 lbs. min. 30 percent max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

Use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 by 2 inches when oak is used and 4 by 4 inches when pine is used, and have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds/linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

Provide a mill certificate or affidavit attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. Specify in the mill certificate or affidavit the actual Minimum Average Roll Values and identify the fabric supplied by roll identification numbers. Submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. Provide bales with a standard cross section of 14 by 18 inches. Wire-bound or string-tie all bales. Use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimensions of 2 by 2 inches in cross section and have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum weight of 1.33 pounds/linear foot and a minimum length of 3 feet.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Extend silt fences a minimum of 16 inches above the ground surface without exceeding 34 inches above the ground surface. Provide filter fabric from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, splice together filter fabric at a support post, with a minimum 6 inch overlap, and securely sealed. Excavate trench approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4 by 4 inch trench shall be backfilled and the soil compacted over the filter fabric. Remove silt fences upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Place the straw bales in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Install straw bales so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. Entrench and backfill the barrier. Excavate a trench the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), backfill the excavated soil against the barrier. Conform the backfill soil with the ground level on the downhill side and build up to 4 inches against the uphill side of the barrier. Scatter loose straw over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Securely anchor each bale by at least two stakes driven through the bale. Drive the first stake or steel post in each bale toward the previously laid bale to force the bales together. Drive stakes or steel pickets a minimum 18 inches deep into the ground to securely anchor the bales.

3.3 FIELD QUALITY CONTROL

Maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. Use the following procedures to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Inspect the silt fences in accordance with paragraph, titled "Inspections," of this section. Any required repairs shall be made promptly. Pay close attention to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, replace the fabric promptly. Remove sediment deposits when deposits reach one-third of the height of the barrier. Remove a silt fence when it is no longer required. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

3.3.2 Straw Bale Maintenance

Inspect straw bale barriers in accordance with paragraph, titled "Inspections". Pay close attention to the repair of damaged bales, end runs and undercutting beneath bales. Accomplish necessary repairs to barriers or replacement of bales in a promptly manner. Remove sediment deposits when deposits reach one-half of the height of the barrier. At the each end of each row turn bales uphill when used to retain sediment. Remove a straw bale barrier when it is no longer required. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. Seed the areas disturbed by this shaping.

3.3.3 Diversion Dike Maintenance

Inspect diversion dikes in accordance with paragraph, titled "Inspections," of this section. Pay close attention to the repair of damaged diversion dikes and accomplish necessary repairs promptly. When diversion dikes are no longer required, shape to an acceptable grade. Seed the areas disturbed

by this shaping in accordance with Section 32 92 19 SEEDING.

3.4 INSPECTIONS

3.4.1 General

Inspect disturbed areas of the construction site, areas that have not been finally stabilized used for storage of materials exposed to precipitation, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inch or more rainfall at the site. Conduct inspections at least once every month where sites have been finally stabilized.

3.4.2 Inspections Details

Inspect disturbed areas and areas used for material storage that are exposed to precipitation for evidence of, or the potential for, pollutants entering the drainage system. Observe erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan to ensure that they are operating correctly. Inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the site for evidence of offsite sediment tracking.

3.4.3 Inspection Reports

For each inspection conducted, prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. Furnish the report to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

3.4.4 Monthly Inspection Report and Certification Form

Complete, sign, and submit the original form, on the first working day of each month, to the State Office of Pollution Control (OPC).

A copy of the State's Monthly Inspection Report and Certification Form for Erosion and Sediment Controls] is attached to the end of this section. Also furnish, on the first working day of each month, one copy of the form submitted to the OPC to the Contracting Officer as part of the Contractor's daily CQC Report and attach a copy of the completed form to the Plan. Unless otherwise notified by the OPC, submit the Monthly Inspection Report and Certification Forms for an additional two months after the final completion of all storm water pollution prevention measures required in this contract have been implemented.

-- End of Section --

SECTION 01 62 35

RECYCLED / RECOVERED MATERIALS

07/06

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.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 247

Comprehensive Procurement Guideline for
Products Containing Recovered Materials

1.2 OBJECTIVES

Government procurement policy is to acquire, in a cost effective manner, items containing the highest percentage of recycled and recovered materials practicable consistent with maintaining a satisfactory level of competition without adversely affecting performance requirements or exposing suppliers' employees to undue hazards from the recovered materials. The Environmental Protection Agency (EPA) has designated certain items which must contain a specified percent range of recovered or recycled materials. EPA designated products specified in this contract comply with the stated policy and with the EPA guidelines. The Contractor shall make all reasonable efforts to use recycled and recovered materials in providing the EPA designated products and in otherwise utilizing recycled and recovered materials in the execution of the work.

1.3 EPA DESIGNATED ITEMS INCORPORATED IN THE WORK

Various sections of the specifications contain requirements for materials that have been designated by EPA as being products which are or can be made with recovered or recycled materials. These items, when incorporated into the work under this contract, shall contain at least the specified percentage of recycled or recovered materials unless adequate justification (non-availability) for non-use is provided. When a designated item is specified as an option to a non-designated item, the designated item requirements apply only if the designated item is used in the work.

1.4 EPA PROPOSED ITEMS INCORPORATED IN THE WORK

Products other than those designated by EPA are still being researched and are being considered for future Comprehensive Procurement Guideline (CPG) designation. It is recommended that these items, when incorporated in the work under this contract, contain the highest practicable percentage of recycled or recovered materials, provided specified requirements are also met.

1.5 EPA LISTED ITEMS USED IN CONDUCT OF THE WORK BUT NOT INCORPORATED IN THE WORK

There are many products listed in 40 CFR 247 which have been designated or proposed by EPA to include recycled or recovered materials that may be used by the Contractor in performing the work but will not be incorporated into the work. These products include office products, temporary traffic control products, and pallets. It is recommended that these non-construction products, when used in the conduct of the work, contain the highest practicable percentage of recycled or recovered materials and that these products be recycled when no longer needed.

-- End of Section --

SECTION 01 70 00

CONTRACT CLOSEOUT
01/06

This specification section will apply when identified in the individual Task Order scope of work.

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 or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Warranties

The Contractor shall furnish the warranties for each Task Order under this Contract in accordance with Contract Clause "WARRANTY OF CONSTRUCTION" and with Paragraph ADDITIONAL WARRANTY REQUIREMENTS.

SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals; G, RO

Operation and maintenance manuals shall be submitted for approval in accordance with the general requirements described in this section and the applicable requirements pertaining to individual equipment and systems described in the technical sections.

Personnel Training

Personnel training curriculum and staffing shall be submitted in accordance with the general requirements described in Paragraph MANUALS, PARTS, TOOLS, INVENTORIES, AND TRAINING and the applicable requirements described in the technical sections.

SD-11 Closeout Submittals

Spare Parts Lists
Spare Parts
Special Tools

Spare parts lists, spare parts, and special tools shall be submitted in accordance with the general requirements described in Paragraph MANUALS, PARTS, TOOLS, INVENTORIES, AND TRAINING and the applicable requirements described in the technical sections.

As-Built Drawings; G, RO

As built drawings for each Task Order under this Contract

shall be submitted for approval in accordance with the requirements described in Paragraph AS BUILT DRAWINGS.

Equipment Inventories

Inventories shall be furnished in accordance with Paragraphs CONTRACTOR-FURNISHED AND INSTALLED EQUIPMENT INVENTORY and GOVERNMENT-FURNISHED, CONTRACTOR-INSTALLED EQUIPMENT INVENTORY.

1.2 MANUALS, PARTS, TOOLS, INVENTORIES, AND TRAINING

The Contractor shall prepare, coordinate, execute and submit [operation and maintenance manuals](#), [spare parts lists](#), [special tools](#), inventories of equipment manuals and maintenance instructions, and shall train operating and service personnel for each Task Order. Operation and maintenance manuals shall cover system installations provided under each Task Order and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

1.2.1 Submittal Requirements

Submit the above listed items to the Contracting Officer not less than 60 days prior to the scheduled Task Order completion date. Fully developed and approved operation and maintenance instructions shall be provided 30 days prior to scheduling training of operating and service personnel. The Contractor shall coordinate the content of each instruction period required in these specifications with the Contracting Officer's Representative (COR) prior to the actual start of the training period.

1.2.1.1 Videotaping of Training

The Contractor shall videotape, in digital format, each instruction or training period. The taping shall include the entire session, and the original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.2.2 Bid Schedule

A separate Bid Item entitled "O&M Manuals" will be placed in the Task Order/Delivery Order Bidding Schedule for the above listed items. The amount of this Bid Item has been established by the Contracting Officer and entered into the Bidding Schedule. This Bid Item becomes a part of the overall Contractor's bid, but payment of the amount shown shall not be made until all the above listed items have been received and approved. On those systems where complete and comprehensive operation and maintenance instructions cannot be fully developed until the system is checked, tested, and/or balanced, a proposed draft of those system manuals shall be submitted. Liquidated damages for O&M Manuals shall begin if the complete O & M Manuals submittal package with drafts is not submitted 60 days prior to the scheduled Contract completion date and shall continue until the complete package is submitted. Fully developed O&M Manuals of the drafts shall be submitted for approval after the systems have been checked, tested and/or balanced. Failure to submit all specified O&M manuals, spare parts listings, spare parts, special tools and inventories of installed property in a timely manner shall be cause for delaying substantial completion of the work. Warranty will not commence until these items are delivered and

approved by the Contracting Officer and final acceptance of the work by the Government. When the O&M Manuals with drafts are approved, they will not constitute a reason for delaying the start of the warranty period. Payment for O&M Manuals will be made after approval of all the fully developed manuals.

1.2.3 Government Possession of Work

The Government may take possession of any completed or partially completed work, as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check out and/or training has been completed.

1.3 EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals, as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable specification requirement.

1.3.1 Format

1.3.1.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 8 1/2 by 11 inches with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.3.1.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

1.3.1.3 Title Page

The title page shall show the name of the preparing firm (designer or Contractor) and the date of publication.

1.3.1.4 Table of Contents

Provide in accordance with standard commercial practice.

1.3.2 Contents

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate

sections, the following information for each item of equipment:

a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.

b. Catalog cuts showing application information.

c. Installation information showing minimum acceptable requirements.

d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.

(1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.

(2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.

e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.

f. Parts lists and names and addresses of closest parts supply agencies.

g. Names and addresses of local manufacturers' representatives.

1.3.2.1 Facility Heating Systems

Information shall be provided on the following equipment: boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.3.2.2 Air Conditioning Systems

Provide information on chillers, packaged air conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air cooled condensers, pumps, compressors, air handling units, and valves (associated with air conditioning systems).

1.3.2.3 Temperature Control and HVAC Distribution Systems

Provide the information described for the following: valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, fin tube radiation, control air

compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.3.2.4 Central Heating Plants

Provide the information described for the following equipment: Boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment, de aerators, tanks (flash, expansion, return water, etc.), water softeners, and valves.

1.3.2.5 District Heating Distribution Systems

Provide the information described for the following equipment: Valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.) and piping systems.

1.3.2.6 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, re-closers, breakers, and capacitor bank controls.

1.3.2.7 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.3.2.8 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.3.2.9 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.3.2.10 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.3.2.11 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.3.2.12 Fire Detection Systems

The maintenance manual shall include description of maintenance for all

equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.3.2.13 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, back-flow preventers, piping materials, and plumbing fixtures.

1.3.2.14 Liquid Fuels Systems

Information shall be provided on the following equipment: Tanks, automatic valves, manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

1.3.2.15 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil immersed rectifiers, and rating of shunts.

1.3.2.16 Generator Installations

Information shall be provided on the following equipment: Generator sets, automatic transfer panels, governors, exciters, regulators, starting systems, switchgear, and protective devices.

1.3.2.17 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.4 AS BUILT DRAWINGS

The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include:

- a. the information shown on the Contract set of drawings,
- b. a record of deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work,
- c. additional work not appearing on the Contract drawings,
- d. changes which are made after final inspection of the Contract work, and
- e. the location and size of uncharted existing utilities encountered.

If the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission.

1.4.1 Fire Protection/Detection As-Built Drawings

The fire protection/detection as-built drawings will be a finalized version

of the fire protection/detection shop drawings. The Contractor shall submit these as-built drawings on full size mylar sheets.

1.4.2 Preliminary As-Built Drawings

a. The Contractor shall mark up both a sepia set and a blue line set of prints to show as-built conditions. These two sets, hereafter called preliminary as-built drawings, or singly, sepias or blue lines, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the Contract plans that are made in the work or additional information that might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in a color contrasting to blue and which is compatible with reproduction of the preliminary as-built sepias. During periods when the sepias are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the blue lines. The Contractor shall minimize the time that the sepias are away from the jobsite and he shall update them with all as-built data immediately upon their return. The sepias and blue lines will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See Paragraph Withholding for Preliminary As-Built.) The as-built drawings shall show the following information, but not be limited thereto.

b. The Contractor shall mark up copies of the drawings attached in the specifications to show as-built conditions. These copies hereafter called preliminary as-built drawings, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the Contract plans that are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in red. The marked up drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See Paragraph Withholding for Preliminary As-Built.) The as-built drawings shall show the following information, but not be limited thereto.

(1) The location and description of any utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 6 inches and shall be shown at sufficient points to

permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 3 to 4 feet in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

(2) The location and dimensions of any changes within the building or structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from Contract plans.

(4) Correct elevations if changes were made in site grading.

(5) 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.

(6) The topography and grades of all drainage installed or affected as a part of the project construction.

(7) Where Contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built drawings.

1.4.2.1 Prefinal Inspection

As part of the prefinal inspection for each item of work, the preliminary as-built drawings will be reviewed. They must comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.4.2.2 Submittal Requirements

Submittals of preliminary as-built drawings shall be as outlined:

a. Delivery Orders Having Multiple Items of Work: A copy of the preliminary as-built drawings which the Contractor has reproduced from the approved preliminary as-built drawing sepias, shall be furnished to the Contracting Officer's representative at the time of the final inspection on each interim item of work.

b. Delivery Orders Having a Single Item of Work and the Chronologically Last Item of Work on Contracts Having Multiple Items of Work: At the time of final inspection on the last/only item of work, the Contractor shall deliver a copy of the approved preliminary as-built drawing sepias and blue lines to the Contracting Officer's representative.

c. Preliminary As-Built Drawing Final Submittal: Prior to scheduling the final acceptance inspection of the last/only bid schedule item of work, the preliminary as-built drawings shall be completed and delivered to the Contracting Officer's representative for review and approval. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for

corrections. Failure of the Contractor to make timely delivery of the preliminary as-built drawings on any/all items of work will be cause for the Government to delay substantial completion, and to assess liquidated damages in accordance with the terms and conditions of the Contract.

1.4.2.3 Withholding for Preliminary As-Built Drawings

Failure by the Contractor to maintain current and satisfactory preliminary as-built drawings in accordance with these requirements will result in withholding from progress payments an amount determined by the Contracting Officer's authorized representative as the value of the subject as-built drawings, and will indicate this unearned amount on monthly payment estimates until the Contractor has fulfilled the Contract requirements.

1.4.3 Final As-Built Information

a. Upon approval of the preliminary as-built drawings, the Contracting Officer will furnish the Contractor the approved blue lines and the original set of Contract drawings or tracings and the computer generated graphics files (CADD files) of the Contract drawings. The CADD files will be provided to the Contractor in Intergraph Microstation Version 8XM format. CADD files will be delivered to the Contractor on CD. The Contractor shall provide the Contracting Officer, upon approval of the preliminary as-built drawings, the preferred media on which to copy the CADD files. The Contractor will then modify these original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the Contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall protect and preserve them until they are returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

b. Upon approval of preliminary as-built drawings, the Contractor shall modify the original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the Contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall protect and preserve them until they are returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

1.4.3.1 Final Revisions

When final revisions have been completed, each drawing and CADD file shall be lettered with the words "DRAWING OF WORK AS-BUILT" in letters at least 3/16" high placed below the title block between the border and the trim line. The date of completion and the words "REVISED AS BUILT" shall be placed in the revision block above the latest existing revision notation.

1.4.3.2 Title Blocks

The title block to be used for any new as-built drawings shall be similar to that used on the original drawings.

1.4.3.3 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final as-built drawings, consisting of two sets of corrected CADD files in Intergraph Microstation version 8XM format, one for the District and one for the user on the media determined by the Contracting officer; the approved preliminary blue lines; and all required reproduced items. All paper prints, reproducible drawings, CADD files, and microfilms will become the property of the Government upon final approval. Failure to submit as-built information as required herein shall be cause for withholding payment due the Contractor for as-built drawings under this Contract and for assessment of the specified liquidated damages. Approval and acceptance of final as-built information shall be accomplished before final payment is made to the Contractor.

1.4.3.4 Payment for Final As-Built Drawings

A fixed price for as-built drawings will be agreed upon in the individual Task Orders. Payment for the performance of the work outlined above will be made after its acceptance by the Contracting Officer.

1.5 ADDITIONAL WARRANTY REQUIREMENTS

1.5.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty only and does not apply to manufacturer's warranties on equipment, roofing, and other products.

a. In the event the Contractor or his designated representative fails to commence and diligently pursue any work required under WARRANTY within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in Paragraph a. above.

1.5.2 Pre-Warranty Conference

a. Prior to Contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of the WARRANTY. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

b. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of and of his responsibilities in connection with WARRANTY.

1.6 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.6.1 General Requirements

The Contractor shall provide warranty identification tags on all equipment installed under this Contract.

1.6.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.6.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's authorized representative for his review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.6.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's authorized representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the WARRANTY.

EQUIPMENT WARRANTY	
CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	

CONTRACT NO. _____
CONTRACTOR NAME _____
CONTRACTOR WARRANTY EXPIRES _____
MFG WARRANTY (IES) EXPIRE(S) _____

EQUIPMENT WARRANTY GOVERNMENT-FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
DATE EQUIP PLACED IN SERVICE _____	
MFG WARRANTY (IES) EXPIRE(S) _____	

1.6.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.6.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in service and warranty expiration dates on these tags.

1.6.3 Payment

The work outlined above is a subsidiary portion of the Contract work, and has a value to the Government approximating 5 percent of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's authorized representative.

1.6.4 Equipment Warranty Tag Replacement

Under the terms of this Contract, the Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be 1 year from the date of acceptance of the repair or replacement.

1.7 EQUIPMENT INVENTORIES

The Contractor shall develop and maintain an up to date list of all equipment installed under this Contract. The list shall include but not be limited to equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boilers, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of Contractor's quality control completion inspection.

1.7.1 CONTRACTOR PROVIDED (CP) EQUIPMENT

The Contractor shall develop and maintain an up to date list of all equipment installed under this Contract. The list shall include but not be limited to equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boilers, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of Contractor's quality control completion inspection.

1.7.1.1 Equipment Data

List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.). Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment.

1.7.2 GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED (GF/CI) EQUIPMENT

A list of all GF/CI Equipment shall be developed for each task order under which GFE is furnished to the Contractor; and updated as necessary to reflect Task Order changes. Equipment items will be as defined under inventory of Contractor furnished equipment above and the list shall include, on each item, as applicable, the same information. The final list shall be turned over to the Contracting Officer's representative, at the time of the Contractor's quality control completion inspection.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 74 19

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT
01/07

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.

ASTM INTERNATIONAL (ASTM)

ASTM E 1609 (2001) Development and Implementation of a Pollution Prevention Program

U.S. GREEN BUILDING COUNCIL (USGBC)

LEED (2002; R 2005) Leadership in Energy and Environmental Design(tm) Green Building Rating System for New Construction (LEED-NC)

1.2 GOVERNMENT POLICY

Government policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy the Contractor shall: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

1.3 MANAGEMENT

Develop and implement a waste management program in accordance with ASTM E 1609 and as specified. Take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling accrue to the Contractor. Appropriately permit firms and facilities used for recycling, reuse, and disposal for the intended use to the extent required by federal, state, and local regulations. Also, provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

1.4 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 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Waste Management Plan; G(LEED)

SD-11 Closeout Submittals

Records; (LEED)

1.5 MEETINGS

Conduct Construction Waste Management meetings. After award of the Contract and prior to commencement of work, schedule and conduct a meeting with the Contracting Officer to discuss the proposed Waste Management Plan and to develop a mutual understanding relative to the details of waste management. The requirements for this meeting may be fulfilled during the coordination and mutual understanding meeting. At a minimum, environmental and waste management goals and issues shall be discussed at the following additional meetings:

- a. Pre-bid meeting.
- b. Preconstruction meeting.
- c. Regular site or QC meetings.
- d. Work safety meetings.

1.6 WASTE MANAGEMENT PLAN

A waste management plan shall be submitted within 15 days after notice to proceed and not less than 10 days before the preconstruction meeting. The plan shall demonstrate how the project waste diversion goal shall be met and shall include the following:

- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- c. Description of the regular meetings to be held to address waste management.
- d. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.
- e. Characterization, including estimated types and quantities, of the waste to be generated.

- f. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- g. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity. Include the name, location, and phone number for each reuse facility to be used, and provide a copy of the permit or license for each facility.
- h. List of specific waste materials that will be salvaged for resale, salvaged and reused on the current project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number, including a copy of the permit or license for each facility.
- i. Identification of materials that cannot be recycled/reused with an explanation or justification, to be approved by the Contracting Officer.
- j. Description of the means by which any waste materials identified in item (h) above will be protected from contamination.
- k. Description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site).
- l. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

Revise and resubmit Plan as required by the Contracting Officer. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Distribute copies of the Waste Management Plan to each subcontractor, the Quality Control Manager, and the Contracting Officer.

1.7 RECORDS

Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

1.8 OMITTED

1.9 COLLECTION

Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management and clearly and appropriately identify them. Provide materials for barriers and

enclosures around recyclable material storage areas which are nonhazardous and recyclable or reusable. Locate out of the way of construction traffic. Provide adequate space for pick-up and delivery and convenience to subcontractors. Recycling and waste bin areas are to be kept neat and clean, and recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials. Clean contaminated materials prior to placing in collection containers. Use cleaning materials that are nonhazardous and biodegradable. Handle hazardous waste and hazardous materials in accordance with applicable regulations and coordinate with Section 01 57 20.00 10 ENVIRONMENTAL PROTECTION. Separate materials by one of the following methods:

1.9.1 Source Separated Method

Waste products and materials that are recyclable shall be separated from trash and sorted as described below into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process). Separate materials into the following category types as appropriate to the project waste and to the available recycling and reuse programs in the project area:

- a. Land clearing debris.
- b. Asphalt.
- c. Concrete and masonry.
- d. Metal (e.g. banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, lead brass, bronze).
 - (1) Ferrous.
 - (2) Non-ferrous.
- e. Wood (nails and staples allowed).
- f. Debris.
- g. Glass (colored glass allowed).
- h. Paper.
 - (1) Bond.
 - (2) Newsprint.
 - (3) Cardboard and paper packaging materials.
- i. Plastic.
 - (1) Type 1: Polyethylene Terephthalate (PET, PETE).
 - (2) Type 2: High Density Polyethylene (HDPE).
 - (3) Type 3: Vinyl (Polyvinyl Chloride or PVC).

- (4) Type 4: Low Density Polyethylene (LDPE).
- (5) Type 5: Polypropylene (PP).
- (6) Type 6: Polystyrene (PS).
- (7) Type 7: Other. Use of this code indicates that the package in question is made with a resin other than the six listed above, or is made of more than one resin listed above, and used in a multi-layer combination.

- j. Gypsum.
- k. Non-hazardous paint and paint cans.
- l. Carpet.
- m. Ceiling tiles.
- n. Insulation.
- o. Beverage containers.

1.9.2 Co-Mingled Method

Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.

1.9.3 Other Methods

Other methods proposed by the Contractor may be used when approved by the Contracting Officer.

1.10 DISPOSAL

Control accumulation of waste materials and trash. Recycle or dispose of collected materials off-site at intervals approved by the Contracting Officer and in compliance with waste management procedures. Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:

1.10.1 Reuse

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Coordinate reuse with the Contracting Officer. Sale or donation of waste suitable for reuse shall be considered.

1.10.2 Recycle

Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling. All fluorescent lamps, HID lamps, and mercury-containing thermostats removed from the site shall be recycled. Arrange for timely pickups from the site or deliveries to recycling facilities in order to prevent contamination of recyclable materials.

1.10.3 Compost

Consider composting on site if a reasonable amount of compostable material will be available. Compostable materials include plant material, sawdust, and certain food scraps.

1.10.4 Waste

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

1.10.5 Return

Set aside and protect misdelivered and substandard products and materials and return to supplier for credit.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used. -- End of Section --

SECTION 01 78 00

CLOSEOUT SUBMITTALS

05/09

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.

ASTM INTERNATIONAL (ASTM)

ASTM E 1971

(2005) Stewardship for the Cleaning of
Commercial and Institutional Buildings

GREEN SEAL (GS)

GS-37

(2000; R 2005) Industrial and
Institutional Cleaners

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

As-Built Record of Equipment and Materials

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan

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. Furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

Final Cleaning

Two copies of the listing of completed final clean-up items.

Spare Parts Data

Two copies of list that indicates manufacturer's name, part number, nomenclature, and stock level recommended for maintenance and repair. List those items that may be standard to the normal maintenance of the system.

SD-08 Manufacturer's Instructions

Preventative Maintenance and Condition Monitoring (Predictive Testing) and Inspection schedules with instructions that state when systems should be retested.

Define within the schedule the anticipated length of each test, test apparatus, number of personnel identified by responsibility, and a testing validation procedure permitting the record operation capability requirements. On each test feature; e.g., gpm, rpm, psi, provide a signoff blank for the Contractor and Contracting Officer. Within a remarks column of the testing validation procedure include references to operating limits of time, pressure, temperature, volume, voltage, current, acceleration, velocity, alignment, calibration, adjustments, cleaning, or special system notes. Delineate procedures for preventative maintenance, condition monitoring (predictive testing) and inspection, adjustment, lubrication and cleaning necessary to prevent failure.

Posted Instructions

SD-10 Operation and Maintenance Data

Submit Operation and Maintenance Manuals in accordance with paragraph entitled, "Operation and Maintenance," of this section.

SD-11 Closeout Submittals

Record Drawings

Drawings showing final as-built conditions of the project. The final CADD record drawings must consist of one set of electronic CADD drawing files in the specified format and one set of the approved working Record drawings.

Certification of EPA Designated Items; G

Form DD1354; G

Checklist for Form DD1354; G

1.3 PROJECT RECORD DOCUMENTS

1.3.1 Record Drawings

This paragraph covers record drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working record drawings" and "final record drawings" refer to contract drawings which are revised to be used for final record drawings showing as-built conditions.

1.3.1.1 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 record drawings.

1.3.1.2 Working Record and Final Record Drawings

Revise two sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. Keep these working as-built marked drawings current on a weekly basis and at least one set 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 must be accurately and neatly recorded as they occur by means of details and notes. Prepare final record (as-built) drawings 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 record (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 record drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the record 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. Show on the working and final record drawings, but not 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, show by offset dimensions to two permanently fixed surface features the end of each run including each change in direction on the record drawings. Locate valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Also record the average depth below the surface of each run.

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, show

only the option selected for construction on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (include within change order price the cost to change working and final record drawings to reflect modifications) and compliance with the following procedures.

- (1) Follow directions in the modification for posting descriptive changes.
- (2) Place a Modification Circle at the location of each deletion.
- (3) For new details or sections which are added to a drawing, place a Modification Circle by the detail or section title.
- (4) For minor changes, place a Modification Circle by the area changed on the drawing (each location).
- (5) For major changes to a drawing, place a Modification Circle by the title of the affected plan, section, or detail at each location.
- (6) For changes to schedules or drawings, place a Modification Circle 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.

1.3.1.3 Drawing Preparation

Modify the record drawings 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 must be neat, legible and accurate. These drawings are part of the permanent records of this project and must be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor must be satisfactorily replaced by the Contractor at no expense to the Government.

[1.3.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only employ personnel proficient in the preparation of CADD drawings to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings must be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols must be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any

new final record drawings must be identical to that used on the contract drawings. Accomplish additions and corrections to the contract drawings using CADD files. The Contractor will be furnished "as-designed" drawings in AutoCad or Microstation V8XM format compatible with a Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). Provide all program files and hardware necessary to prepare final record drawings. The Contracting Officer will review final record drawings for accuracy and return them to the Contractor for required corrections, changes, additions, and deletions.

a. Provide CADD "base" colors of red, green, and blue. Color code for changes as follows:

- (1) Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.
- (2) Additions (Green) - Added items, lettering in notes and leaders.
- (3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.

b. Rename the Contract Drawing files in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Use only those renamed files for the Marked-up changes. All changes shall be made on the layer/level as the original item.

c. When final revisions have been completed, show the wording "RECORD DRAWINGS / AS-BUILT CONDITIONS" followed by the name of the Contractor in letters at least 3/16 inch high on the cover sheet drawing. Mark all other contract drawings either "Record" drawing denoting no revisions on the sheet or "Revised Record" denoting one or more revisions. Date original contract drawings in the revision block.

d. Within 10 days after Government approval of all of the working record drawings for a phase of work, prepare the final CADD record 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 7 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 10 days of substantial completion of all phases of work, submit the final record drawing package for the entire project. Submit one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working record drawings. They must 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 record drawing files and marked prints as specified will be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final record drawings must be accomplished before final payment is made to the Contractor.

1.3.1.5 Omitted

]1.3.1.6 Payment

No separate payment will be made for record drawings required under this contract, and all costs accrued in connection with such drawings are considered a subsidiary obligation of the Contractor.

1.3.2 As-Built Record of Equipment and Materials

Furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Submit two sets of final record of equipment and materials 10 days after final inspection. Key the designations to the related area depicted on the contract drawings. 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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1.3.3 Final Approved Shop Drawings

Furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.3.4 Construction Contract Specifications

Furnish final record (as-built) construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.3.5 Real Property Equipment

Furnish a list of installed equipment furnished under this contract. Include all information usually listed on manufacturer's name plate. In the "EQUIPMENT-IN-PLACE LIST" include, as applicable, the following for each piece of equipment installed: 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. Furnish a draft list at time of transfer. Furnish the final list 30 days after transfer of the completed facility.

1.4 SPARE PARTS DATA

Indicate manufacturer's name, part number, nomenclature, and stock level required for maintenance and repair. List those items that may be standard to the normal maintenance of the system.

Supply two items of each part for spare parts inventory. Provision of spare parts does not relieve the Contractor of responsibilities listed under the contract guarantee provisions.

1.5 PREVENTATIVE MAINTENANCE

Submit [Preventative Maintenance](#) and [Condition Monitoring \(Predictive Testing\)](#) and [Inspection](#) schedules with instructions that state when systems should be retested.

Define the anticipated length of each test, test apparatus, number of personnel identified by responsibility, and a testing validation procedure permitting the record operation capability requirements within the schedule. Provide a signoff blank for the Contractor and Contracting Officer for each test feature; e.g., [gpm](#), [rpm](#), [psi](#). Include a remarks column for the testing validation procedure referencing operating limits of time, pressure, temperature, volume, voltage, current, acceleration, velocity, alignment, calibration, adjustments, cleaning, or special system notes. Delineate procedures for preventative maintenance, inspection, adjustment, lubrication and cleaning necessary to minimize corrective maintenance and repair.

Repair requirements must inform operators how to check out, troubleshoot, repair, and replace components of the system. Include electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting of the system after acceptance.

1.6 CERTIFICATION OF EPA DESIGNATED ITEMS

Submit the [Certification of EPA Designated Items](#) as required by FAR 52.223-9, "Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items". Include on the certification form the following information: project name, project number, Contractor name, license number, Contractor address, and certification. The certification will read as follows and be signed and dated by the Contractor. "I hereby certify the information provided herein is accurate and that the requisition/procurement of all materials listed on this form comply with current EPA standards for recycled/recovered materials content. The following exemptions may apply to the non-procurement of recycled/recovered content materials: 1) The product does not meet appropriate performance standards; 2) The product is not available within a reasonable time frame; 3) The product is not available competitively (from two or more sources); 4) The product is only available at an unreasonable price (compared with a comparable non-recycled content product)." Record each product used in the project that has a requirement or option of containing recycled or biobased content in accordance with Section [01 62 35](#) RECYCLED/RECOVERED MATERIALS, noting total price, total value of post-industrial recycled content, total value of post-consumer recycled content, total value of biobased content, exemptions (1, 2, 3, or 4, as indicated), and comments. Recycled and biobased content values may be determined by weight or volume percent, but must be consistent throughout.

1.7 WARRANTY MANAGEMENT

1.7.1 [Warranty Management Plan](#)

Develop a warranty management plan which contains information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, submit the warranty management plan for Government approval. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan must 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 must include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase must be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Assemble approved information in a binder and turn over to the Government upon acceptance of the work. The construction warranty period will begin on the date of project acceptance and continue for the full product warranty period. A joint 4 month and 9 month warranty inspection will be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Include within the warranty management plan , but not 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. Include one-year overall warranty of construction. Items which have extended warranties must be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of [instructions](#) to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.7.2 Performance Bond

The Contractor's Performance Bond [must 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, 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.

1.7.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, 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 will be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, 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, be continuously available, and 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.

1.7.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty item that has been repaired during the warranty period. Include within the report 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 timeframes 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) Recreational support.
- (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 family housing unit or cantonment area.

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.

1.7.5 Warranty Tags

At the time of installation, tag each warranted item with a durable, oil and water resistant tag approved by the Contracting Officer. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of acceptance and the QC signature must remain blank until the project is accepted for beneficial occupancy. Show the following information on the tag.

- 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.

1.8 MECHANICAL TESTING AND BALANCING

All contract requirements of SPACE TEMPERATURE CONTROL SYSTEMS, BACnet DIRECT DIGITAL CONTROL SYSTEMS FOR HVAC must be fully completed, including all testing, prior to contract completion date. In addition, all contract requirements of TESTING, ADJUSTING AND BALANCING must be fully completed, including testing and inspection, prior to contract completion date, except as noted otherwise. The time required to complete all work and testing as prescribed is included in the allotted calendar days for completion.

1.9 OPERATION AND MAINTENANCE MANUALS

Operation and Maintenance Manuals must be consistent with the manufacturer's standard brochures, schematics, printed instructions, general operating procedures, and safety precautions. Bind information in manual format and grouped by technical sections. Test data must be legible and of good quality. Light-sensitive reproduction techniques are acceptable provided finished pages are clear, legible, and not subject to fading. Pages for vendor data and manuals must have 0.3937-inch holes and be bound in 3-ring, loose-leaf binders. Organize data by separate index and tabbed sheets, in a loose-leaf binder. Binder must lie flat with printed sheets that are easy to read. Caution and warning indications must be clearly labeled.

Submit classroom and field instructions in the operation and maintenance of systems equipment where required by the technical provisions. These services must be directed by the Contractor, using the manufacturer's factory-trained personnel or qualified representatives. Contracting Officer will be given 7 calendar days written notice of scheduled instructional services. Instructional materials belonging to the manufacturer or vendor, such as lists, static exhibits, and visual aids, must be made available to the Contracting Officer.

Submit six copies of the project operation and maintenance manuals 30 calendar days prior to testing the system involved. Update and resubmit data for final approval no later than 30 calendar days prior to contract completion.

1.10 CLEANUP

Provide final cleaning in accordance with ASTM E 1971. Leave premises "broom clean." Comply with GS-37 for general purpose cleaning and bathroom cleaning. Use only nonhazardous cleaning materials, including natural cleaning materials, in the final cleanup. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. Replace filters of operating equipment and comply with the Indoor Air Quality (IAQ) Management Plan. Clean debris from roofs, gutters, downspouts and drainage systems. Sweep paved areas and rake clean landscaped areas. Remove waste and surplus materials, rubbish and construction facilities from the site. Recycle, salvage, and return construction and demolition waste from project in accordance with the Waste Management Plan. Promptly and legally transport and dispose of any trash. Do not burn, bury, or otherwise dispose of trash on the project site.

[1.10.1 Extraordinary Cleanup Requirements

The following cleanup requirements apply: daily.

1.11 REAL PROPERTY RECORD

Near the completion of Project, but a minimum of 60 days prior to final acceptance of the work, complete, update draft attached to this section, and submit an accounting of all installed property on Form DD1354 "Transfer and Acceptance of Military Real Property." Contact the Contracting Officer for any project specific information necessary to complete the DD Form 1354. For information purposes, a blank DD Form 1354 (fill-able) in ADOBE (PDF) may be obtained at the following web site:

<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1354.pdf>

Submit the completed Checklist for Form DD1354 of Government-Furnished and Contractor-Furnished/Contractor Installed items. Attach this list to the updated DD Form 1354. Instructions for completing the form and a blank checklist (fill-able) in ADOBE (PDF) may be obtained at the following web site:

http://www.wbdg.org/ccb/DOD/UFC/ufc_1_300_08.pdf

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

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SECTION 01 78 23

OPERATION AND MAINTENANCE DATA
07/06

This specification section will apply when identified in the individual Task Order scope of work.

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.

ASTM INTERNATIONAL (ASTM)

ASTM E 1971

(1998; R 2005) Stewardship for the
Cleaning of Commercial and Institutional
Buildings

1.2 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system, stressing and enhancing the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The subcontractors shall compile and prepare data and deliver to the Contractor prior to the training of Government personnel. The Contractor shall compile and prepare aggregate O&M data including clarifying and updating the original sequences of operation to as-built conditions. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01 33 00 SUBMITTAL PROCEDURES.

1.2.1 Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.2.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission, except as follows. Commissioned items without a specified data package requirement in the individual technical sections shall use Data Package 3. Commissioned items with a Data Package 1 or 2 requirement shall use instead Data Package 3.

1.2.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions

required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

1.2.4 Review and Approval

The Contractor's Commissioning Authority (CA) shall review the commissioned systems and equipment submittals for completeness and applicability. The CA shall verify that the systems and equipment provided meet the requirements of the Contract documents and design intent, particularly as they relate to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. The CA shall communicate deficiencies to the Contracting Officer. Upon a successful review of the corrections, the CA shall recommend approval and acceptance of these O&M manuals to the Contracting Officer. This work shall be in addition to the normal review procedures for O&M data.

1.2.5 O&M Database

Develop a database from the O&M manuals that contains the information required to start a preventative maintenance program.

1.3 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.3.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation for the installed model and features of each system:

1.3.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.3.1.2 Operator Prestart

Include procedures required to install, set up, and prepare each system for use.

1.3.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.

1.3.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.3.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of

all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.3.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.3.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

1.3.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair for the installed model and features of each system. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1.3.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

- a. A table showing recommended lubricants for specific temperature ranges and applications.
- b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
- c. A Lubrication Schedule showing service interval frequency.

1.3.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

1.3.2.3 Cleaning Recommendations

Provide environmentally preferable cleaning recommendations in accordance with ASTM E 1971.

1.3.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs for the installed model and features of each system. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1.3.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

1.3.3.2 Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.

1.3.3.3 Maintenance and Repair Procedures

Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.3.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.3.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.3.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.3.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.3.5.1 Product Submittal Data

Provide a copy of all SD-03 Product Data submittals required in the applicable technical sections.

1.3.5.2 Manufacturer's Instructions

Provide a copy of all SD-08 Manufacturer's Instructions submittals required

in the applicable technical sections.

1.3.5.3 O&M Submittal Data

Provide a copy of all SD-10 Operation and Maintenance Data submittals required in the applicable technical sections.

1.3.5.4 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.3.5.5 Warranty Information

List and explain the various warranties and clearly identify the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

1.3.5.6 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.3.5.7 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.3.5.8 Testing and Performance Data

Include completed prefunctional checklists, functional performance test forms, and monitoring reports. Include recommended schedule for retesting and blank test forms.

1.3.5.9 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization that can provide replacements most convenient to the project site. Provide the name, address, and telephone number of the product,

equipment, and system manufacturers.

1.4 TYPES OF INFORMATION REQUIRED IN CONTROLS O&M DATA PACKAGES

Include Data Package 5 and the following for control systems:

- a. Narrative description on how to perform and apply all functions, features, modes, and other operations, including unoccupied operation, seasonal changeover, manual operation, and alarms. Include detailed technical manual for programming and customizing control loops and algorithms.
- b. Full as-built sequence of operations.
- c. Copies of all checkout tests and calibrations performed by the Contractor (not Cx tests).
- d. Full points list. A listing of rooms shall be provided with the following information for each room:
 - (1) Floor
 - (2) Room number
 - (3) Room name
 - (4) Air handler unit ID
 - (5) Reference drawing number
 - (6) Air terminal unit tag ID
 - (7) Heating and/or cooling valve tag ID
 - (8) Minimum cfm
 - (9) Maximum cfm
- e. Full print out of all schedules and set points after testing and acceptance of the system.
- f. Full as-built print out of software program.
- g. Electronic copy on disk or CD of the entire program for this facility.
- h. Marking of all system sensors and thermostats on the as-built floor plan and mechanical drawings with their control system designations.

1.5 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:

1.5.1 Data Package 1

- a. Safety precautions
- b. Cleaning recommendations

- c. Maintenance and repair procedures
- d. Warranty information
- e. Contractor information
- f. Spare parts and supply list

1.5.2 Data Package 2

- a. Safety precautions
- b. Normal operations
- c. Environmental conditions
- d. Lubrication data
- e. Preventive maintenance plan and schedule
- f. Cleaning recommendations
- g. Maintenance and repair procedures
- h. Removal and replacement instructions
- i. Spare parts and supply list
- j. Parts identification
- k. Warranty information
- l. Contractor information

1.5.3 Data Package 3

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Environmental conditions
- g. Lubrication data
- h. Preventive maintenance plan and schedule
- i. Cleaning recommendations
- j. Troubleshooting guides and diagnostic techniques
- k. Wiring diagrams and control diagrams

- l. Maintenance and repair procedures
- m. Removal and replacement instructions
- n. Spare parts and supply list
- o. Product submittal data
- p. O&M submittal data
- q. Parts identification
- r. Warranty information
- s. Testing equipment and special tool information
- t. Testing and performance data
- u. Contractor information

1.5.4 Data Package 4

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Operator service requirements
- g. Environmental conditions
- h. Lubrication data
- i. Preventive maintenance plan and schedule
- j. Cleaning recommendations
- k. Troubleshooting guides and diagnostic techniques
- l. Wiring diagrams and control diagrams
- m. Maintenance and repair procedures
- n. Removal and replacement instructions
- o. Spare parts and supply list
- p. Corrective maintenance man-hours
- q. Product submittal data
- r. O&M submittal data
- s. Parts identification

- t. Warranty information
- u. Personnel training requirements
- v. Testing equipment and special tool information
- w. Testing and performance data
- x. Contractor information

1.5.5 Data Package 5

- a. Safety precautions
- b. Operator prestart
- c. Start-up, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Environmental conditions
- f. Preventive maintenance plan and schedule
- g. Troubleshooting guides and diagnostic techniques
- h. Wiring and control diagrams
- i. Maintenance and repair procedures
- j. Removal and replacement instructions
- k. Spare parts and supply list
- l. Product submittal data
- m. Manufacturer's instructions
- n. O&M submittal data
- o. Parts identification
- p. Testing equipment and special tool information
- q. Warranty information
- r. Testing and performance data
- s. Contractor information

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --