SPECIFICATIONS
(FOR CONSTRUCTION CONTRACT)

Solicitation No. DACW45-02-B-0010

Sioux Falls Flood Control
Phase 1C

Sioux Falls, SD

March 2002

US Army Corps
of Engineers
Omaha District

Sioux Falls Flood Control
Phase 1C
Sioux Falls, SD

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

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

7. ISSUED BY CODE CT

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

8. ADDRESS OFFER TO

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

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

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

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

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

Sioux Falls Flood Control, Phase 1C
Sioux Falls, SD

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

This project is set-aside under the Historically Underutilized Business Zone (HUBZone) Program.

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving

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

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 pm (hour) local time 30 Apr 2002 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ▶ Total Amount $_____
(In Figures)
Contractor's Fax No._____ CAGE CODE _____
Contractor's E-Mail address_____

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

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
U.S. Army Engineer District, Omaha 106 South 15th Street Omaha, Nebraska 68102-1618	USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return_____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

SECTION 00100

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

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SECTION 00100

INSTRUCTIONS, CONDITIONS & NOTICES TO BIDDERS

1 GENERAL BIDDING INFORMATION

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

1.1 MAILED BIDS AND HAND-CARRIED BIDS

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

Due to heightened security at Government installations, those bidders who have their bids hand-carried* shall contact Neil Herman, Contract Specialist at (402) 221-4119 or (402) 221-4100 prior to delivering to the U. S. Army Corps of Engineer District, Omaha, 106 South 15th Street, Omaha, NE.

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

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

*This instruction shall also apply to those bids delivered through a delivery or parcel service.

1.2 SOLICITATION RESTRICTIONS

This project is set-aside under the Historically Underutilized Business Zone (HUBZone) Program. To be considered for award, the successful bidder must be a Certified HUBZone Contractor in accordance with Federal Acquisition Regulation 19.1303. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA) in accordance with 13 CFR part 126. If the SBA determines that a concern is a qualified HUBZone small business concern, it will issue a certificate to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet website at http://www.sba.gov/hubzone

1.3 BASIS FOR AWARD.

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

1.4 APPROPRIATION AND AUTHORITY

APPROPRIATION: 96 X 3122 Construction General

AUTHORITY: The work provided for herein is authorized: Water Resouces Development Act of 1996.

1.5 DESCRIPTION OF WORK

The scope of this project is to furnish all plant, labor, materials, and equipment and performing all work which includes modifications to the existing reinforced concrete chute and stilling basin structure, associated subdrain system, and construction of a new interceptor sewer.

1.6 ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between $750,000 and $1,000,000.

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

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

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

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

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

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

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

(b) Bidders using commercial carrier services shall ensure that the

bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

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

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

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

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

(a) Bids must be--

(1) Submitted on the forms furnished by the Government or on copies of those forms, and
(2) **Manually signed**. The person signing a bid must initial each erasure or change appearing on any bid form.

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

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

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

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

AUTHORIZED.)

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

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

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

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

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

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

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

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

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

(End of provision)

8 INFORMATION FOR MODIFYING BIDS.

Bids which have been delivered to the designated bid receiving office may be modified or withdrawn by mail, mailgram, or telegram received at any time before the exact time set for receipt of bids. Modifications or withdrawals

sent by mail should be transmitted to the place of bid opening Standard Form SF1442 (Page 00010-1), Item 8. Telephone modifications or withdrawals, other than telecopier, will not be accepted. All bid modifications or withdrawals must be signed by the bidder or its authorized representative. Any questions regarding these procedures should be directed to the Omaha District's Contracting Division at (402) 221-4119. This number should also be used to verify the receipt of messages.

9 BID GUARANTEE.

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

(This provision is Not Required for projects less than $100,000. See paragraph: PAYMENT PROTECTION.)

10 PERFORMANCE AND PAYMENT BONDS.

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

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

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

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

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

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

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

12 NORTH AMERICAN CLASSIFICATION SYSTEM (NAICS).

In accordance with NAICS Manual, the work in this solicitation is assigned classification code 23499.

13 SMALL BUSINESS SIZE STANDARD.

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

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

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

15 CHANGES PRIOR TO OPENING BIDS.

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

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

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

(End of provision)

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

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

(End of provision)

18 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.

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

18.1 (FAR 52.211-2) AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999).

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

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

(b) By submitting a request to the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(End of provision)

18.2 CORPS OF ENGINEERS SPECIFICATIONS.

Corps of Engineers specifications of the CRD-C series may be obtained from the National Institute of Building Sciences Construction Criteria Base (CCB) on CD-ROM. Contact the CCB directly at (202) 289-7800 for an order form or obtain an order form at the following internet address: http://www.ccb.org/ccbsubscribe/Subsmain.asp. There is a regular annual subscription fee to CCB of $700 per year. (Note: This is considered to be the Contractor's responsibility and cost). This will include CCB on CD-ROM or DVD plus unlimited internet access plus access to the new Whole Building Design Guide, now under construction and scheduled for launch in October 2001. Selected Corps of Engineers specifications of CRD-C series are available in Acrobat Reader .pdf file format at the following internet address: http://www.wes.army.mil/SL/MTC/handbook/handbook.htm.

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

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

19 AVAILABLE PLANT.

Each bidder shall, upon request of the Contracting Officer, furnish a list of

the plant available to the bidder and proposed for use on the work.

20 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.

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

21 NOTICE REGARDING BUY AMERICAN ACT.

The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this contract. Exception from the Buy American Act shall be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Government. When a bidder or offeror proposes to furnish nondomestic construction material, his bid or proposal must set forth an itemization of the quantity, unit price, and intended use of each item of such nondomestic construction material. When offering nondomestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable under this paragraph will cause rejection of the entire bid. All bidders are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in FAR 52.225-5 Buy American Act-Construction Materials) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

22 TAXES - STATE OF SOUTH DAKOTA.

22.1 EXCISE TAX.

There is an excise tax on the total gross receipts of all prime contractors and subcontractors engaged in realty improvement contracts.

22.2 USE TAX.

Government furnished construction material used by the Contractor in the performance of the work is subject to use tax. The value of the material

furnished is set forth in the SECTION 00800, SPECIAL CONTRACT REQUIREMENTS clause "Government-Furnished Property."

22.3 INFORMATION.

The "excise" and "use" taxes shall be included in the price or prices bid. For information concerning the taxes contact: Sales and Use Tax Division, Capital Lake Plaza, Pierre, South Dakota. Telephone 605-773-3311.

23 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (FEB 1995).

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

(b) Contractors interested in inspecting the site of the proposed work should contact Al Prismantis, 801 East Chambers St, Sioux Falls, 57104 (605) 373-0423.

24 BIDDER'S QUESTIONS AND COMMENTS.

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

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

Items for Question	Points of Contact/ Phone numbers/ FAX Numbers	E-mail Addresses
Contractual Matters: Ordering CD-Rom of the plans and specifications (limit One per firm)/ amendments**/ Bid Results (See Paragraph AVAILABILITY OF BID RESULTS, below)/ Receipt of Bids	Neil Herman 402-221-4119 (phone) 402-221-4199 (Fax)	Neil.F.Herman@usace.army.mil
Planholder's List	See paragraph: PLAN	

	HOLDER'S LIST, below.	
Small Business Matters	Hubert Carter 402-221-4110 (phone)	hubert.j.carter@usace.army.mil
Technical Contents Of Plans and Specification	Mike Barnes 402-221-4605 (phone)	Micheal.J.Barnes@usace.army.mil
	Or	
	Specifications Section Marylee Stobbe 402-221-4411 (Phone) 402-221-3842 (Fax)	Marylee.F.Stobbe@usace.army.mil
Site Inspection	See Paragraph: SITE VISIT (CONSTRUCTION), above	

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

24.1 PLAN HOLDER'S LIST.

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

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

24.2 AVAILABILITY OF BID RESULTS (Local Clause/Provision)

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

25 (FAR 52.233-2) SERVICE OF PROTEST (AUG 1996).

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from District Counsel, 106 South 15th

Street, Omaha, Nebraska 68102-1618.

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

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

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

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

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

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

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

27 (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

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

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

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

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

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

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

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

52.219-16, Liquidated Damages - Small Business Subcontracting Plan

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

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

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

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

(3) 5.0% of planned subcontracting dollars with those small business concerns owned and controlled by women.

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

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

d. Submission and Review of Subcontracting Plan.

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

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

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

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

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

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

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

f. Questions or Assistance Needed in Developing Subcontracting Plan. For any questions or assistance needed in developing the subcontracting plan, contact the Contract Specialist or District's Deputing for Small Business (See paragraph: BIDDER QUESTIONS AND COMMENTS, Contract Specialist [Bid Results] or the District's Deputy for Small Business [Small Business] or fax your inquiries to 402-221-4199).

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

(a) Definitions.

As used in this clause--

(1) “Central Contractor Registration (CCR database” means the primary DoD repository for contractor information required for the conduct of business with DoD.

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

(3) “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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

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

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

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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

(End of clause)

REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR)

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

Register One of Three Ways:

Internet: http://www.ccr.gov

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

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

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

SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS

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SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS

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

1. (FAR 52.203-2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985).

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998).

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) Common parent.

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

[ ] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is

at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary [or, in the case of a subsidiary, the firm that owns the subsidiary], unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and
(2) A description of the significant interest held by each Government.
(End of provision)

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

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

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

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

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as cuts, illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

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

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

9. RESERVED

10. RESERVED

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

____ Black American.

____ Hispanic American.

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

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

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

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

(c) Definitions. As used in this provision—

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

_____ _____

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

13. RESERVED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

17. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).

The offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

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

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

(b) REPRESENTATION. The Offeror represents that it-

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

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

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

SECTION 00700

CONTRACT CLAUSES

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126. INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]

SECTION 00700

CONTRACT CLAUSES

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

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

http://www.arnet.gov/far

(End of clause)

* - CONTRACT CLAUSES THAT MAY BE INCORPORATED BY REFERENCE

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

(a) Definition.

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

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

(End of clause)

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

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

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

(c) "Commercial item" means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) "Nondevelopmental item" means—

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contracting Officer may

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

As used in this clause--

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

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

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

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

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

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

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

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

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

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

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government ma y 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 proh ibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

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

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

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

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

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

10. *FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR 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 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 relation ship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

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

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

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

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

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

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

(iii) Disclosure.

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

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

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

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

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

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

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

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

(v) Penalties.

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

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

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

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

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

(End of clause)

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

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

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

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

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

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

(1) The name of the subcontractor.

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) The proposal for the modification;

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

(3) Pricing of the modification; or

(4 Performance of the modification.

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

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

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

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

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

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

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

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

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

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

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

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

(1) the actual subcontract or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Be limited to such modifications.

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

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

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

(End of clause)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[ ] Offeror elects to waive the evaluation preference.

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

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

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

small business concerns;

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

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

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

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

(End of clause)

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

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will—

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

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

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

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

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

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

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

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

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

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

why not;

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

supplying a commercial item.

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

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

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

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

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

(c) The Contractor agrees that--

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

46. *FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign

or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General*. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings*. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those

not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability*. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings*. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

47. *FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or other forms of compensation and changes in compensation;

(iv) Job assignments, job classifications, orgizational structures, position descriptions, lines of progression, and senority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training , including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or priviledge of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

48. *FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning

September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 andAugust 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior writtenapproval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

49. *FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

50. *FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) [For Work on Federal Facilities]

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

51. *FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.560, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) [For Contracts exceeding $100,000. EPA Designated product (available at http://www.epa.gov/cpg/)]

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

53. *FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts Over $100,000]

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right -to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility use in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rica, Guam, American Samoa, the United States Virgin Islands, the Norther Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt -

(1) The Contractor shall notify the Contracting Officer;

and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall -

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

54. RESERVED

55. DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non- DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

56. *FAR 52.225-9 BUY AMERICAN ACT—BALANCE OF PAYMENT PROGRAM—CONSTRUCTION MATERIALS (FEB 2002) (<u>For Contracts less than $6.806 million</u>)

(a) *Definitions.* As used in this clause—

"Component" means any article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm),

and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) Aconstruction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Domestic preference*. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

_____

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent ;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is non-compliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2000) (Applicable with FAR 52.225-9)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Balance of Payments Program—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was

requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

58. *FAR 52.225-11 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002) [For Contracts more than $6,806,000] ALTERNATE I (JUNE 2000) [For Contracts between $6.806 and 7.068419 Million]

(a) *Definitions.* As used in this clause—

"Component" means any article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including tran sportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

Aruba Kiribati
Austria Korea, Republic of
Bangladesh Lesotho
Belgium Liechtenstein

Benin Luxembourg
Bhutan Malawi
Botswana Maldives
Burkina Faso Mali
Burundi Mozambique
Canada Nepal
Cape Verde Netherlands
Central African Republic Niger
Chad Norway
Comoros Portugal
Denmark Rwanda
Djibouti Sao Tome and Principe
Equatorial Guinea Sierra Leone
Finland Singapore
France Somalia
Gambia Spain
Germany Sweden
Greece Switzerland
Guinea Tanzania U.R.
Guinea-Bissau Togo
Haiti Tuvalu
Hong Kong Uganda
Iceland
Ireland United Kingdom
Israel Vanuatu
Italy Western Samoa
Japan Yemen

"Designated country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Construction materials.* (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) and

the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and
Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

_____

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent ;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*
(End of clause)

Alternate I (June 2000). As prescribed in 25.1102(c)(3), delete the definitions of "North American Free Trade Agreement country" and "North American Free Trade Agreement country construction material" from the definitions in paragraph (a) of the basic clause and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

(b) *Construction materials*. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

59. *FAR 52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000) [Applicable with FAR 52.225-11]] Alternate II (June 2000) [For Contracts Between 6.806 and 7.068419 Million]

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Balance of Payments Program—Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR

clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate II (June 2000) **[For Contracts between 6.806 and 7.068419 Million]**
As prescribed in 25.1102(d)(3), substitute the following paragraphs (a) and (d) for paragraphs (a) and (d) of the basic provision:

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Balance of Payments Program—Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or (ii) May be accepted if revised during negotiations.

60. *FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban , and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the—

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.
(ii) The target cost of a cost-plus-incentive-fee prime contract.
(iii) The target cost and ceiling price of a fixed-price incentive prime contract.
(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer

will seek funding in accordance with agency procedures.
(End of Clause)

62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent

(1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or

(2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with

(i) specifications or written provisions forming a part of this contract or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold) however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copy-right infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail

(i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of bids.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20%) of the bid price or Three Million Dollars ($3,000,000), whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated f or default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid and the bid guarantee is available to offset the difference.

67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government ;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [For Contracts Exceeding $100,000]

(a) The Contractor shall, at its own expense, provi de and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contr acting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

69. *FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

70. *FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Public Law 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requestor.

71. FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000) [Applicable only for projects or delivery orders less than $100,000]

(a) The Contractor shall submit one of the following payment protections:

(1) A payment bond.

(2) An irrevocable letter of credit from a federally insured financial institution.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one -year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

72. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and --

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC to cover the entire period of performance or may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal of least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of --

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of --

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institution rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date----------

Irrevocable Letter of Credit No.----------
Account party's name----------
Account party's address----------
For Solicitation No.----------
(For reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or transferee's sight draft(s) drawn on issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address] ---

(Date) _____

Our Letter of Credit
Advice Number----------
Beneficiary:----------
[U.S. Government agency]
Issuing Financial Institution :----------
Issuing Financial Institution's LC No. :----------

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S.

$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of----------

[Beneficiary Agency] _____

the sum of United States $ _____

This draft is drawn under ----------

Irrevocable Letter of Credit No.----------

[Beneficiary Agency]

By: _____

73. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS (JULY 2000).

[This provision is Not Required for projects less than $100,000. See Clauses "Alternate Payment Protections" and "Inapplicable Provisions and Clauses".]

(a) *Definitions.* As used in this clause—

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified

minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection*. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.
(End of clause)

74. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) [<u>For Contracts Exceeding $100,000</u>]

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

75. *FAR 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

76. DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR) allowability shall also be determined in accordance with part 231 of the DoD FAR Supplement, in effect on the date of this contract.

77. *FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of Price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress Payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor Certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.) I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of Unearned Amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, Liability, and Reservation of Rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for al material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for Bond Premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of

full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final Payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation Because of Undefinitized Work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest Computation on Unearned Amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

78. RESERVED.

79. *FAR 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

80. *FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 4 1 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act a nd this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

81. *FAR 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments*—(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.,* each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(*1*) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(*2*) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.,* release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an

improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFTbanking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232–38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232–33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232–34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the

Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233–1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(*1*) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(*2*) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(*3*) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(*2*) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register,** for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their

subcontract, provisions that—

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause ;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports*—(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a ''second-tier subcontractor'') a written notice in accordance with section

2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

82. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) *Method of payment*. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ''EFT'' refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees

to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government used
the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any

particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

83. DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 90 percent.

(b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 95 percent.
(End of clause)

84. DFARS 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a protege firm, pursuant to an approved mentor-protege agreement, provided-

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232-12, Advance Payments;

(2) The Contractor has administered t he advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.
(End of clause)

85. *FAR 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601 -613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) 'Claim,' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and

certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

'I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.'

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor -certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

86. *FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

87. RESERVED

88. FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required, provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

89. *FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

90. *FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

91. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) *Method of payment*. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ‘‘EFT’’ refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor’s EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements*. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government used
the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

92. *FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

93. FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

94. *FAR 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

95. *FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing i mprovements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refused to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take p ossession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

98. *FAR 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and pr ocedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights ;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest

version of U.S. Army Corps of engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontractors.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

100.*FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

101.FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to

submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

102.*FAR 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

103.FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's

reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

(i) Material;

(ii) Labor,

(iii) Equipment;

(iv) Subcontracts; and

(2) Most cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justi fication for any time extension proposed.

106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written

notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

109. FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and
(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contra cting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or

(2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b)In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of may knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

112. *FAR 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquistion Regulation (FAR).

"Consent of subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract," means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or sevices for performance of the the prime contract or a subcontract. It includes, but is not limited to purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modification or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified theshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the the simplified theshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

_____

_____

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations ;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the acceptability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement by the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which ere evaluated during negotiations:

_____

_____

_____

(End of clause)

113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer sub-contracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

114. *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) [For Government Property over $100,000]

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government- furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall

government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property Administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for

shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

115. *FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) [For Government Property $100,000 or Less]

(a) The Government shall delivery to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changed clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

116. *FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an ade quate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract pric e, all facilities,labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practic able after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government -owned or controlled real or personal property, when that damage is the result of --

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

(1) Obtain all warranties that would be given in normal commercial practice ;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government -furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions.
As used in this clause--
(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
(2) 'Department of Defense" (DOD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime Contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in lard, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher that charges to private p ersons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date:

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number, and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract ;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract ;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format;

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this para graph (h) in all subcontracts under this contract that-

(1) Exceed the simplified acquistion threshold in Part 2 of the Federal Acquisition Regulation; and
(2) Are for a type of supplies described in paragraph (b) (2) of this clause.

119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or
(ii) The supplies being transported are-
(A) Noncommercial items; or
(B) Commercial items that-
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c) (1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applied a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Deleted.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract - _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

121. *FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) [For Contracts $100,000 or Less]

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent require d 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 Contractin g Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b) (6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of the termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or

(xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer

shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation s of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment cost for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallocable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

126. INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]

This provision applies only to delivery orders and projects less than $100,000.

Pursuant to Pub. L. 103-355, the following provisions and clauses, as noted below, are inapplicable to this contract:

(a) FAR 28.102-3, Miller Act requirements;
(b) Not Used;

(c) FAR 52.203-5, Covenant Against Contingent Fees;
(d) FAR 52.203-6, Restrictions on Subcontractor Sales to the Government;
(e) FAR 52.203-7, Anti-Kickback Procedures;
(f) FAR 52.222-4, Contract Work Hours and Safety Standards Act-Overtime Compensation; and
(g) FAR 52.223-6, Drug-Free Workplace, except for individuals.

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS
5/00, Rev 9/01

PART 1 GENERAL

Attachments:
General Wage Decision No SD020004

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work except seeding ready for use not later than 180 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract , the Contractor shall pay liquidated damages to the Government in the amount of $950 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

In case the Contracting Officer determines that seeding, and/or the specified maintenance thereof is not feasible during the construction period, such work will be excepted from the completion time and liquidated damages . This work shall be accomplished during the first seeding, period and the specified maintenance period following the completion date.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS

1.4.1 SETS FURNISHED

The contractor shall be responsible for making copies of specifications including amendments. The bid drawings as amended shall be utilized in the performance of the work until contract drawings (i.e., bid drawings that have been posted with all amendment changes) are mailed to the Contractor.

See Section 01040 As-Built Drawings for drawings being furnished to the Contractor. The work shall conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work shall also conform to the standard details bound or referenced herein.

1.4.2 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Dimensions marked on drawings shall be followed in lieu of scale measurements. Enlarged plans and details shall govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 28" x 40". If any other size drawings are furnished or plotted the contractor shall adjust the scales accordingly. The contractor shall also advise his sub-contractors of the above. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

1.4.3 OMISSIONS

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

1.5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractors' information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and borings . The data shown graphically and by symbol for each respective boring represents the actual geologic features observed and logged at the location given on the drawings. While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local minor variations characteristic of the subsurface materials of this region could occur.

b. Weather conditions shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.

c. Transportation facilities shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities. (FAR 52.236-4)

1.6 PAYMENT

1.6.1 PROMPT PAYMENT ACT

Pay requests authorized in CONTRACT CLAUSES clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be

submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.6.2 PAYMENTS FOR MODIFICATIONS

Payments may be made for cost bearing change orders within the scope of the contract only to the extent funds are authorized in the order on a two-part modification. Contractor pricing proposed must be submitted at the earliest possible time after the change order is issued, or at a specific time as directed by the Contracting Officer. At the discretion of the Contracting Officer, any and all payments may be withheld on the modification until the Contractor has submitted a qualifying price proposal, in as much detail as required by the Contracting Officer, and the final price has been agreed.

1.6.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site includes petroleum products. (List additional items for which payments will be made for off-site delivery.) (EFAR 52.232-5000)

1.7 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSES clause: "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSES clause: "Changes," of the contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.8 AVAILABILITY AND USE OF UTILITY SERVICES

Use of public and private utilities will be as found available. The Contractor shall make his own arrangements for use of public and private utilities.

1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(20)	(14)	(07)	(05)	(06)	(08)	(05)	(04)	(04)	(03)	(03)	(16)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.10 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type Amount

Workmen's Compensation and Employer's Liability Insurance	$100,000
General Liability Insurance	$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	$200,000 per person and $500,000 per occurrence
Property damage	$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.11 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451 Contractor Quality Control.

1.12 NONDOMESTIC CONSTRUCTION MATERIALS

The List of nondomestic construction materials or their components included in the list set forth in paragraph 25.104 of the Federal Acquisition Regulation does not apply to the requirements of the contract clause entitled "Buy American Act Construction Materials".

1.13 DAILY WORK SCHEDULES

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs)and any other innformation that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work

1.14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series of equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP

1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region IV. Copies of each regional schedule may be obtained through the following internet site: http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d.. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

1.15 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

1.16 GOVERNMENT-FURNISHED PROPERTY

Pursuant to CONTRACT CLAUSES clause: "Government-Furnished Property (Short Form)" the Government will furnish to the Contractor the following property to be incorporated or installed in the work. Such property will be furnished f.o.b. truck at the project site and the Contractor shall accept delivery when made, and unload at his own expense. All such property will be installed or incorporated into the work at the expense of the Contractor. The Contractor shall verify the quantity and condition of such Government-furnished property when delivered to him, acknowledge receipt thereof in writing to the Contracting Officer, and in case of damage to or shortage of such property, shall within 24 hours report in writing such damage or shortage to the Contracting Officer.

Quantity	Item	Description	Dollar Value
125 LF	30" RCP Storm Drain and flap gate		$5,237
All reinforcing steel for footings and counterfort 4's			$35,123
210 LF	24" RCP and flap gate for surface drain system		$5,674
Manhole 12L material including frame and cover			$2,340
Dewatering wells, 12" PVC, without pumps (six on right side, six on left side)			$48,072

Dewatering wells are already in place at the site. Locations are shown on the contract drawings.

1.17 PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.18 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of $100,000 shall be weighted at .12. Work estimated between $100,000 and $5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.19 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as batch plants, sandpits, rock quarries, and similar operations, located off the immediate site of the construction but set up exclusively to furnish required materials for a construction project on the site of the work. Clause "Payrolls and Basic Records" of the CONTRACT CLAUSES is applicable to such operations.

1.20 DRAWING SCALES

All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted, the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above.

1.21 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(1) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product

of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause) FAR 52.219-6

1.22 WAGE RATE APPLICATION

For copies of Wage Rates, See Attachment: GENERAL WAGE DECISION. Applicable to all work.

1.23 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
For Pennington County:	Minority % 3.4.	Female 6.9
For Lincoln County:	Minority % 0.8.	Female 6.9
for Minnehaha County:	Minority % 1.2.	Female 6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address, and telephone number of the subcontractor;

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered areas" are Rapid City SMSA-6660, which Pennington County is a part of; Sioux Falls EA-147, which Lincoln County is a part of; and Sioux Falls SMSA-7760, which Minnehaha County is a part of.

1.24 (EFARS 52.232-5001) CONTINUING CONTRACTS (MAR 1995)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contributions to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of $1,000,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in certain paragraphs below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would

have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

1.25 (EFARS 52.236-5000) PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION(MAR 1995)

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

1.26 FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this installation:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If a wage determination applies the number of holidays specified on it, it has priority over this clause.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

General Decision Number SD020004

General Decision Number SD020004
Superseded General Decision No. SD010004

State: South Dakota

Construction Type:
HEAVY
HIGHWAY

County(ies):
LINCOLN MINNEHAHA PENNINGTON
Heavy and Highway Construction Projects

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):
LINCOLN MINNEHAHA PENNINGTON
SUSD3041A 05/26/1998

	Rates	Fringes
CARPENTERS/FORM BUILDERS	13.21	
CONCRETE FINISHERS	13.57	
ELECTRICIANS	14.05	
LABORERS:		
Group 1	8.70	
Group 2	10.54	
Group 3	11.28	
Group 4	13.36	

LABORER CLASSIFICATIONS
GROUP 1 - Air Tool Operator; Common Laborer; Flag Person; Landscape Worker; & Pilot Car Operator
GROUP 2 - Form Builder Tender; Mechanic Tender; & Pipe Layer (Except Culvert)
GROUP 3 - Asphalt Plant Tender; Pile Driver Leadsman; & Form Setter
GROUP 4 - Grade Checker

POWER EQUIPMENT OPERATORS:		
Group 1	9.76	
Group 2	11.16	
Group 3	11.70	
Group 4	13.01	
Group 5	13.83	

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
GROUP 1 - Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (Farm-type with Attachments); Materials Spreader; & Self-propelled Broom
GROUP 2 - Truck Type Auger; Bulldozer, 80 H.P. or Less; Concrete Paving Saw; Front End Loader, 1.25 Cubic Yards or Less; Pneumatic Tire Tractor or Crawler (Includes Water Wagon & Power Spray Units); Self-propelled Roller (Except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Wagon Drill; & Air Trac
GROUP 3 - Asphalt Distributor; Backhoe, 1.25 Cubic Yards or

Less; Bulldozer, Over 80 H.P.; Concrete Paving Finishing Machine; Crusher (May include internal Screening Plant); Euclid or Dumpster; Front End Loader, Over 1.25 Cubic Yards; Rough Motor Grader; Push Tractor; & Self-propelled Hot-Mix Roller

GROUP 4 - Asphalt Paving Machine Screed-Asphalt Paving Machine; Backhoe, Over 1.25 Cubic Yards; Crane, Derrick, Dragline, Pile Driver & Shovel, 1.25 Cubic Yards or Less; Maintenance Mechanic; Oiler & Greaser; & Scraper

GROUP 5 - Asphalt Plant; Automatic Fine Grader; Milling Machine; Concrete Batch Plant; Crane, Derrick, Dragline, Pile Driver & Shovel, Over 1.25 Cubic Yards; Heavy Duty Mechanic; & Finish Motor Grader

TRUCK DRIVERS:

Group 1	9.59
Group 2	10.70

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Tandem Truck without Trailer or Pup; Single Axle Truck (Over 1 Ton) with Trailer

GROUP 2 - Semi-Tractor & Trailer or Tandem Truck with Pup

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SECTION 01040

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5/00; Rev 11/01

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-- End of Section Table of Contents --

SECTION 01040

AS-BUILT DRAWINGS
5/00; Rev 11/01

PART 1 GENERAL

1.1 DEFINITIONS

The definitions listed below form a part of this specification.

1.1.1 Red-Line Drawings

Contract drawings marked-up to show actual work performed to include necessary sketches, modification drawings, shop drawings and notes. Green ink is used to indicate work deleted from the contract. Red ink is used for additions and deviations from the contract.

1.1.2 As-Built Drawings

Professional finished electronic CADD files developed from the original contract drawings that include all of the information from the redline drawings and suitable for half-size reproduction.

1.1.3 Vellum Drawings

Drawings on erasable Vellum 20# similar or equal to Xerox Zero solvent vellum.

1.1.4 Black-Line Drawings

Paper drawings reproduced from vellum drawings and suitable for microfilming.

1.1.5 Full-Size Drawings

28 inches x 40 inches nominal size drawings with all details visually readable.

1.1.6 Half-Size Drawings

14 inches x 20 inches nominal size drawings with all details visually readable.

1.1.7 Modification Circle

A circle with a horizontal line through the center. The top half will contain the letter "P" with the bottom half containing the Modification number. The lettering standard will be 120/6 WRICO or similar.

1.1.8 Mylar Drawings

Drawings on polyester film, 3 or 5 mil, similar or equal to K & E Stabilene.

1.1.9 Electronic CADD Files

Electronic CADD files are files saved on CD-ROM in accordance with appropriate CADD standard. The CADD standard will include level on/off status, special characters, line wieghts, font, and size requirements.

1.2 GENERAL REQUIREMENTS

The work includes creation of electronic cadd files on Microstation SE as-built drawings to accurately depict existing conditions of the project. As-Built Drawings will become the permanent record drawings of the construction. The Contractor is responsible for development of electronic CADD files in accordance with Omaha DistrictCADD standards. Omaha District's CADD standards are located on the Omaha District's FTP site (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/ACADstd.pdf) for AutoCADD and (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/Caddstd.PDF) for Microstation. The As-Built drawings shall include all major features of the work and all details to the same level as the original contract set of drawings. All changes from the contract drawings, including but not limited to all deviations, additional information, and modifications to the contract. Where contract drawings or specifications allow for options, only the option selected and actually constructed shall be shown on the As-Built Drawings. Systems designed or enhanced by the Contractor such as HVAC control system, fire alarm system fire sprinkler system, irrigation sprinkler system, letters of clarification, shall be accurately and neatly recorded on the As-Built Drawings using the same symbols, terminology, and general quality as the original set of contract drawings. All sheets affected by a change shall be revised. The transmittal requirements for the As-built Drawings shall be shown as events on the Contractor prepared progress chart or network analysis system (NAS), whichever is applicable.

1.3 PAYMENT

In accordance with the clause "Payment Under Fixed - Price Construction Contracts", which provides for progress payments on estimates of work accomplished (which meets the standards of quality established under the contract), $20,000 will be withheld from payment for the creation of As-Built drawings until the final as-built drawings are delivered to the Contracting Officer (including any necessary revisions and subject to the approval of the Contracting Officer).

1.4 TRANSMITTAL OF AS-BUILT DRAWINGS

1.4.1 Preliminary As-Built Drawings

The Contractor shall produce Preliminary As-Built Drawings indicating as-built conditions on Microstation SE with "clouding". Preliminary drawings shall consist of 15% of total project drawings. The As-Built CADD files which include all changes up to the time Preliminary Drawings shall be sent as stated below. The Contractor shall draw attention to all drawing changes by "clouding" the affected area. This "clouding" will be accomplished on layer 63 of the drawing file. The Preliminary Drawings shall consist of one (1) set of CADD files on a CD and one (1) full-size set of the Black-Line Drawings. One (1) set of CADD files on a CD shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). One (1) full-size of the Black-Line Drawings shall be submitted to the COR. Both documents shall be submitted three (3)weeks prior to the final acceptance inspection unless otherwise directed by the COR. The COR will notify the Contractor in writing of approval / disapproval. The Contractor shall not submit the Final Drawings until he receives the COR's letter

approving the Preliminary Drawings.

1.4.2 Final As-Built Drawings

The Contractor shall produce Final As-Built Drawings on Microstation SE without "clouding". The Final Drawings shall include all changes. The Final Drawings shall be submitted to the COR and Omaha District Office (CENWO-ED-DI) no earlier than the day of acceptance of the project and no later than thirty (30) days after the date on the acceptance letter for the Preliminary Drawing unless otherwise directed by the COR. (Note: Final drawings should not be forwarded to the customer. Corps of Engineers, Omaha District COR will forward to the customer after Quality Review.) One (1) set of CADD files on a CD shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). Send the following documents to the COR: One (1) set of CADD files on CD (folder name containing as-built files shall be designated "AS-BUILTS" on each CD-ROM). Both CD case and CD shall contain the name of the project, location, specification number, and contract number, and words "As-Built Record Set"). The folder shall contain drawings, indexes and X-REF files related to all as-builts. In addition one full-size set red-lined hard copy drawings prepared by the Contractor during construction.

1.5 PROCEDURE

Within 30 days after Notice to Proceed, the Government will furnish the Contractor one full size set of contract drawings on bond paper. One (1) CD containing the contract drawings and CADD standards in Microstation SE , format for use in the preparation of As-Built Drawings by the Contractor, will be forwarded to the Resident Engineer. This CD will then be furnished to the Contractor after signed receipt to the Resident Engineer. The Contractor shall create a set of electronic Cadd files and full-size Red-Line Drawings to fully indicate As-Built conditions. The Red-Line Drawings shall be maintained at the site, in a current condition until the completion of the work and shall be available for review by the COR at all times. All as-built conditions shall be on the Red-Line Drawings within two (2) days after the work activity is completed or shall be entered on the deficiency tracking system (see Section 01451A, CONTRACTOR QUALITY CONTROL).

1.6 TITLE BLOCKS

The contract number and the specification number (if available) shall be shown on all sheets. "RECORD DRAWING" shall be added below the title block on all sheets. All modifications to the contract shall be posted in ascending order. The top line of the revision box shall state "REVISED TO SHOW AS-BUILT CONDITIONS" and dated. All modifications to all plans, sections, or details, shall have a modification number placed in the revision box under column entitled "Symbol". The statement "GENERAL REVISIONS" may be used when applicable. The date to be added in the revision box for modifications is found in Block 3 of Form SF-30.Cover Sheet will have Contract Award Set changed to As-Built Record Set with month & year completed. Month and year completed will also go in the date box in the title block. There will be no separate dates.

1.7 PROCEDURES FOR POSTING MODIFICATION CHANGES TO DRAWINGS

Follow directions in the modification for posting descriptive changes.

A Modification Circle shall be place at the location of each deletion.
The highest modification number on the sheet should be shown in the modification circle in the "DATE" and "DRAWING CODE" boxes of the title block.
For all new details or sections that are added to a drawing, place a Modification Circle by the detail or section title.

For changes to a drawing, place a Modification Circle by the title of the affected plan, section or detail titles (each location).
For changes to schedules on drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
The Modification Circle size shall be 1/2-inch diameter unless the area where circle is to be placed is crowded. Use smaller size circle for crowded areas.

1.8 WORD ABBREVIATIONS

Abbreviations shown on the abbreviation sheet shall be used to describe all work items. Additional word abbreviations, not found on the abbreviation sheet but necessary to describe the work, shall be properly identified and incorporated with the other standard word abbreviations.

1.9 LEGEND SHEETS

Symbols, which conflict with those on the original contract legend sheet, shall not be used. Additional symbols, properly identified, necessary to depict any additional work items, shall be added to the legend sheet or supplemental legend. Those projects that do not have legend sheets may use supplemental legends on each sheet where symbol is shown.

1.10 CONTRACTOR SHOP DRAWINGS

Contractor shop drawings,which supersede data on the contract plans and/or additional drawings, prepared by the Contractor, shall be incorporated into the As-Built Drawings. Design plans prepared by Contractor shall include the designer's name on the As-Built Drawings.

1.11 INDEXING OF DRAWINGS

If drawings are added to the portfolio of drawings to depict as-built conditions, the index of drawings shall be revised accordingly.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

As-Built drawings shall include as-built information to the same level of detail as shown on the original details, unless otherwise specified. The Contractor shall provide any additional full-size drawings as required to display all the details.

3.2 SITE WORK

3.2.1 Utilities

All utilities shall be shown whether active, inactive, shown on the original contract drawings, or found on-site. The type of utility, location, general direction, size, material make-up and depth shall be shown. The location and description of any utility line or other installations of any kind known to exist within the construction area shall be shown. The location shall include dimensions to permanent features.

3.2.2 Structures

Structures above and below ground shall be shown. The size, material make-up, location, height, and/or depth shall be shown. Manholes shall show rim elevation and invert elevations as applicable. Power poles shall show electrical equipment and voltage rating.

3.2.3 Grades

Grade or alignment of roads, structures, or utilities shall be corrected if any changes were made from the contract drawings. Elevations shall be corrected if changes were made in site grading.

3.3 STRUCTURAL

3.3.1 Steel

Shop drawings that deviate from the contract drawings shall be incorporated in the As-Built Drawings.

3.4 MECHANICAL

3.4.1 Ductwork

Ductwork shall be shown to reflect actual installation and duct size. Ductwork routing changes shall be shown.

3.4.2 Plumbing

Piping and fixtures shall be shown to reflect the type of material, size and the route or location.

3.5 ELECTRICAL

3.5.1 PANELS

All contract drawing panel schedules shall be revised to show as-built conditions. Home-run circuit designation on electrical drawings shall accurately correspond to the as-built panel schedules.

3.5.2 Controls

All control diagrams in contract drawings shall be revised to reflect as-built conditions, and setpoints.

-- End of Section --

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5/00; Rev 01/02

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-- End of Section Table of Contents --

SECTION 01200

CONSTRUCTION GENERAL
5/00; Rev 01/02

PART 1 GENERAL

Attachments: Standard Drawings Nos. OD15-9A12 and OD15-9A24

1.1 SCOPE

The work covered in this section is outlined as a statement of construction requirements common to all the work. Specific requirements for materials and installations are provided under the Technical Sections herewith. No claims for extras shall be made on account of items presumed to have been omitted from this section.

1.2 CONSTRUCTION RIGHT-OF-WAY

The Contractor will be assigned construction areas or construction right-of-way limits for use in the prosecution of work under this contract, subject to the CONTRACT CLAUSES clause entitled "Operations and Storage Areas." In the event that the Contractor finds it necessary to utilize for any purpose whatsoever, additional right-of-way, plant or construction area for the performance of this contract, he will be required to do the following:

(1) Where the additional required area is owned or controlled by the Government, the area may be assigned to the Contractor upon request, provided the area is not needed for other purposes and provided there is no additional cost to the Government. All necessary grading and drainage shall be done at the Contractor's expense.

(2) Where the additional required right-of-way is not owned or controlled by the Government, the Contractor shall make all necessary arrangements for the utilization of the required area at no additional expense to the Government. Such arrangements shall be subject to the approval of the Contracting Officer, and copies of agreements for use of such rights-of-way shall be furnished the Contracting Officer before entering thereon. Such agreements shall clearly relieve the Government of any responsibility for damage resulting from the use of the grounds.

1.3 PROTECTION OF EXISTING FACILITIES AND WORKS

The Contractor shall be responsible for the protection of the work area from damage and upon completion of the work shall leave existing works in a condition equal to that which existed when the work started. All work, storage of materials, and construction plant shall be kept within the limits of the areas assigned. Prior to construction operations, the Contractor shall confer with the Contracting Officer's representative to determine the proximity of any possible under-ground obstructions, pipe or equipment which could be damaged as a result of construction operations. Existing utility lines that are shown on the drawings or the locations are

otherwise made known to the Contractor shall be protected from damage, and if damaged, shall be repaired by the Contractor at no additional expense to the Government. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which have not been made known to the Contractor, report thereof shall be made immediately to the Contracting Officer. If the Contracting Officer determines that repairs shall be made by the Contractor, such repairs will be ordered under CONTRACT CLAUSES clause entitled "Changes." The Contractor will be responsible for the protection of structures from any structural damage during the construction operations. Roads and surfaces shall be protected from damage by the work or if damaged shall be repaired with equal materials at no additional expense to the Government. At all times the plant and work areas shall be kept in a condition conducive to safety of workmen and the public and neat in appearance. Waste or surplus materials shall not be allowed to accumulate in the construction areas.

1.4 CARE OF WATER

Full responsibility for care of water shall be borne by the Contractor until completion of work under this contract. The Contractor shall provide the materials and equipment and perform all work necessary to facilitate construction and to protect the work from damage by water. The Contractor shall make his own investigations and determinations of conditions, both existing and anticipated concerning care of water. Plans for care of water are subject to approval by the Contracting Officer prior to construction. Facilities shall be removed upon completion of the work.

1.5 DISPOSITION OF CONSTRUCTION FACILITIES

All buildings and facilities constructed by the Contractor shall be maintained in a satisfactory condition with strict observance of the rules of sanitation, safety and order as may be established by the Contracting Officer. Prior to final payment under the contract, all buildings and facilities constructed by the Contractor for his own use shall be removed from the site by the Contractor.

1.6 ACCESS ROADS

1.6.1 Access Roads

Access roads as required for the prosecution of the work shall be maintained (including sprinkling for dust control, safety personnel, signals and control) within the work areas assigned to the Contractor. Consideration shall be given to the avoidance of interference with others, safety and frequency of traffic, subject to review and approval prior to construction. Access road areas shall be restored to their original or suitable condition upon completion of this contract. The Contractor shall be responsible for repair of damage to existing roads caused by his operation.

1.7 COOPERATION WITH OTHERS

The Contractor shall cooperate and coordinate his work with that of others as required for orderly completion of all work. In the event of disagreement between the Contractor and others, the decision of the Contracting Officer shall be final.

1.8 WORK BY OTHERS

Public and private authorities may be working in the area during the life of this contract. The Contractor shall coordinate his work with others to avoid undue interference, and shall conduct his operations, other than required access, within the limits of the assigned construction area or construction right-of-way limits. Specifications and drawings showing work under other contracts are available for examination at the Corps of Engineers District Office, 106 South 15th Street, Omaha, Nebraska 68102-1618, or at the Office of the Area Engineer , .

1.9 ORDER OF WORK

Plan the construction Work and carry out with a minimum of interference with the operation of the existing facilities. Prior to starting the construction, confer with the Engineer and Owner's representative and develop a detailed, approved construction schedule which will permit the facilities to function as normally as practical during the construction period. It will be necessary to do certain parts of the construction Work outside normal working hours and on Sundays in order to avoid undesirable conditions, and it shall be the obligation of the Contractor to do this Work at such times at no additional cost to the Owner. Do not make connections between existing piping and new piping until necessary inspection and tests have been completed on the new Work and it is found to conform in all respects to the requirements of the Drawings and specifications.

Special notes detailing critical portions of the Work involving removal, replacement, tie-in, changeover, etc. have been included in the Drawings. These notes describe the Work, timing, scheduling, and coordination with the Owner and Engineer necessary to complete the Work. The detailed construction schedule shall be developed by the Contractor with consideration of these details and the overall progress of the Work. The Engineer and Owner shall have full authority to review, approve, and modify this schedule in order to protect the operation of the existing facilities during construction.

1.10 WINTER WORK

Should the Contractor exercise his option to work during the non-work period set forth in SECTION: SPECIAL CONTRACT REQUIREMENTS, or at any other time during the life of this contract, there will be no separate payment for winterizing or other protective measures required by the Contractor to maintain his schedule progress.

No separate payment will be made for winterizing or other protective measures that are required for the Contractor to maintain his scheduled progress. Special requirements for the placement of concrete or embankment in cold weather are covered in the applicable sections of these specifications.

1.11 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Proposed Methods of Operation; G-RE

Progress Charts; G-RE

Construction Right-of-Way

Right-of-Way Agreements

SD-02 Shop Drawings

Care of Water; G-RE

SD-11 Closeout Submitttals

Warranty of Construction

List of warranties with copy of each

1.12 SPECIAL INSTRUCTIONS FOR PROGRESS CHARTS

To be submitted in accordance with the CONTRACT CLAUSES clause entitled "Schedule for Construction Contracts" shall indicate the required data for each of the principal features of the work. Contract changes or modifications will not include extensions of time unless the updated progress chart shows that the contract completion date is delayed due to the affect of the change on one or more principal features of the work.

1.13 PROJECT SIGN

The Contractor shall provide a new project sign constructed in accordance with Standard Drawings Nos. OD15-9A12 and OD15-9A24 bound herein. The sign shall be erected at the project site by the Contractor at the location determined by the Contracting Officer. The project sign shall remain the property of the Contractor and upon completion of the contract, work shall be removed from the premises by the Contractor. No separate payment will be made for the sign.

1.14 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

1.15 PORTABLE TOILETS

Toilet facilities will not be available for Contractor's use. The Contractor shall provide and maintain portable toilets for use by the Contractor's staff. Toilet(s) shall be placed at the location directed by the Contracting Officer.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

A B C D E F G H I
J K L M N O P Q R
S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 10

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 10

Note: Above lettering styles are Helios Extra Bold Condensed and Helios Bold II. Helvetica Black Roman and Helvetica Bold Roman are acceptable substitutes.

STANDARD
ALPHABET & NUMERALS

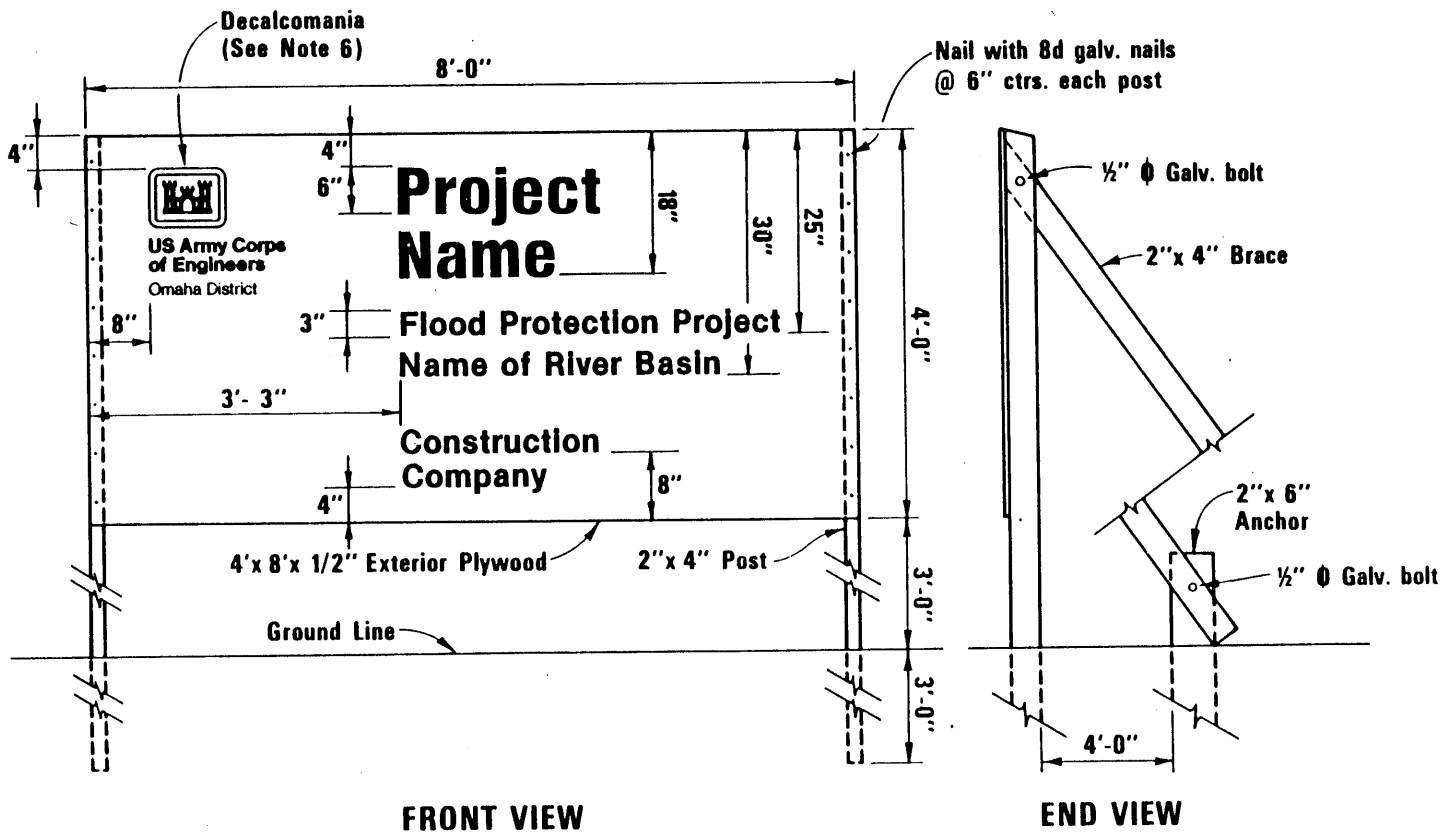
OFFICE OF THE DISTRICT ENGINEER
OMAHA, NEBRASKA
REV. NOVEMBER, 1982

00800AT1

OD15-9A12

NOTES:

1. Posts to be S4S.
2. Plywood shall be exterior type, A-C grade.
3. Before painting, surface to be clean, dry, free from grease and sanded.
4. Paint with one prime coat zinc oxide and two finish coats grey, Pantone "402" or #26357 in Fed. Std. 595, semi-gloss, enamel, conforming to Fed. Specs. TT-P-102.
5. All lettering to be white enamel on grey background.
6. Decalcomania for Corps of Engineers insignia will be furnished by the Contracting Officer for installation by the Contractor.



STANDARD
PROJECT SIGN
FLOOD PROTECTION

OFFICE OF THE DISTRICT ENGINEER
OMAHA, NEBRASKA
REV. NOVEMBER, 1982

OD15-9A24

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01330

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09/01; Omaha Update 10/01

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-- End of Section Table of Contents --

SECTION 01330

SUBMITTAL PROCEDURES
09/01; Omaha Update 10/01

PART 1 GENERAL

Attachments: Submittal Register
ENG Form 4025, Transmittal Form

1.1 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for total management of his work including scheduling, control, and certification of all submittals. The submittal management system provided in these specifications is intended to be a complete system for the Contractor to use to control the quality of materials, equipment and workmanship provided by manufacturers, fabricators, suppliers and subcontractors. The Contractor shall review each submittal for contract compliance. Submittals that comply will be forwarded to the Government. Submittals that do not conform will be returned to the originator to be corrected. The Submittal Register (ENG Form 4288) will be utilized to log and monitor all submittal activities. No construction or installation activities shall be performed prior to required approvals of applicable submittals. The Contractor shall perform a check to assure that all materials and/or equipment have been tested, submitted and approved during the preparatory phase of quality control inspections.

1.2 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

In addition, the following items are included:

Construction Progress Schedule
Health and safety plan
Work plan
Quality control plan
Environmental protection plan
Permits

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

In addition, the following items are included:

As-built drawings

Special warranties

Posted operating instructions

Training plan

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." All submittals noted in the technical specifications and Submittal Register as "G-ED", "G-AE" or "G-RE" are subject to Government Approval.

1.3.2 Information Only (FIO)

All submittals not requiring Government approval will be for information

only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. The Contracting Officer has the option to review any submittal.

1.4 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.7 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER AND ENG FORM 4288 (RMS) SUBMITTAL REGISTER

At the end of this section is a submittal register (submittal form) showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The attached submittal register identifies only the submittal section, type of submittal, description of item submitted, paragraph number related to submittal item (section submittal paragraph if none listed), submittal classification (G), and submittal reviewer identifier (ED, AE or RE). Any submittal without a submittal classification and submittal reviewer identifier is considered to be For Information Only (FIO). The submittal register generated by the Government Resident Management System (RMS) Software is used for tracking construction submittals and is referred to as ENG Form 4288 (RMS). The Contractor shall maintain an ENG Form 4288 (RMS) for the project in accordance with the attached ENG Form 4288 (RMS) Instructions. The Contractor will be furnished one (1) set of ENG Forms 4288 (RMS) at the preconstruction conference. Much of the same information contained on the atttached submittal register will be included on the ENG Forms 4288 (RMS) furnished to the Contractor. The Contractor shall complete the appropriate columns as indicated on the attached ENG Form 4288 (RMS) Instructions and return six (6) completed copies to the Contracting Officer for approval within 20 calendar days after the preconstruction conference. The ENG Form 4288 (RMS)will become a part of the contract after approval. The TRANSMITTAL NUMBER AND ITEM NUMBER shall be left blank for use later to record the respective transmittal and item number corresponding to those listed on the transmittal form entitled: "TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE" (ENG Form 4025). The approved ENG Form 4288 (RMS) will become the scheduling document and will be used to control submittals throughout the life of the contract. The ENG Form 4288 (RMS) and the progress schedules shall be coordinated.

1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 20 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. .

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Goverment approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

1.11.1.1 "G-ED or G-AE" Submittals

All items listed as "G-ED" or "G-AE" submittals in the various sections or on the Submittal Register shall be mailed directly to the addressee shown below as directed. For each submittal, a completed information copy of the attached transmittal form shall also be mailed to the Area Engineer .

Technical Reviewer

Engineering Division (ED)
Attn: CENWO-ED-DI
U.S. Army Engineer District, Omaha
106 South 15th Street
Omaha, NE 68102-1618

Each required submittal which is in the form of a drawing shall be submitted as seven (7) prints of the drawing. Drawing prints shall be either blue or black line permanent-type prints on a white background or blueprint and shall be sufficiently clear and suitable for making legible copies.

All catalog and descriptive data shall be submitted in seven (7) copies. Catalog cuts and other descriptive data which have more than one model, size, or type or which shows optional equipment shall be clearly marked to show the model, size, or type and all optional equipment which is proposed for approval. Submittals on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

1.11.1.2 "G-RE" and FIO Submittals

Except as noted below, data for all items listed as "G-RE" or FIO Submittals in the various sections shall be submitted in five (5) copies to the Area Engineer using the transmittal form. Items not to be submitted in multiples, such as samples and test cylinders, shall be submitted to the Area or Resident Engineer (as directed) accompanied by five (5) copies of the transmittal form.

1.11.1.3 Certificates of Compliance

Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.11.1.4 Purchase Orders

Copies of purchase orders shall be furnished to the Contracting Officer when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the Contracting Officer for the purpose of quality assurance review. Each purchase order issued by the

Contractor or his subcontractors for materials and equipment to be incorporated into the project shall (1) be clearly identified with the applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating, if applicable.

1.11.1.5 Operation and Maintenance Instructions and/or Manuals

Where required by various technical sections, operations and maintenance instructions and/or manuals with parts lists included shall be provided by the Contractor in quintuplicate, unless otherwise specified, and shall be assembled in three-ring binders with index and tabbed section divider and having a cover indicating the contents by equipment or system name and project title and shall be submitted for approval to the Contracting Officer 90 days prior to final tests of mechanical and electrical systems, unless otherwise specified. Each operation and maintenance manual shall contain a copy of all warranties and a list of local service representatives required by Section 01200 Warranty of Construction. If field testing requires these copies to be revised, they shall be updated and resubmitted for approval within 10 calendar days after completion of tests. The Operations and Maintenance Instructions and/or Manuals shall be shown as a separate activity on the Contractor prepared construction schedule bar chart or network analysis system.

1.11.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.13 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

1.13.1 "G-AE" or "G-ED" Submittals

The drawing print and five (5) sets of all catalog data and descriptive literature and drawing prints will be retained by the Contracting Officer and two (2) sets of catalog data and descriptive literature and drawing prints will be returned to the Contractor.

1.13.2 "G-RE" Submittals

Two (2) copies of "G-RE" submittals for approval will be returned to the Contractor except for samples, test cylinders, and O&M manuals for which two (2) copies of the transmittal form only will be returned to the

Contractor.

1.14 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.

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

INSTRUCTIONS
ENG FORM 4288 (RMS)

1. The Contractor shall utilize the ENG Form 4288 (RMS) generated by the Government Residential Management System (RMS)software for tracking construction submittals. The Submittal Register information, columns (c) thru (f) from the Submittal Forms furnished with this solicitation, [will be utilized by the Government] to generate the ENG Form 4288 (RMS). [The Government will furnish the Contractor a hard copy of the ENG Form 4288 (RMS) at the preconstruction conference.]. The ENG Form 4288 (RMS) includes the following items and parties responsible for completing the information required on the ENG Form 4288 (RMS):

a. Activity Number: will be provided by the Contractor from his Network Analysis, if required, and when a network analysis is accepted.

b. Transmittal Number and Item Number: will be provided by the Contractor from ENG Form 4025 for each item.

c. Specification Paragraph Number: will be provided by the Government from the Submittal Register from column entitled "Specification Paragraph Number".

d. Description of Submittal: will be provided by the Government from the Submittal Register from column entitled "Description of Item Submitted".

e. Type of Submittal: will be provided by the Government from the Submittal Register from column entitled "Type of Submittal" or "Description of Item Submitted".

f. Classification: will be provided by the Government from the Submittal Register from column entitled "Classification".

g. Reviewing Office - Reviewer: will be provided by the Government from the Submittal Register from column entitled "Classification" or "Reviewer".

h. Contractor Schedule Dates: the Contractor will provide schedule dates for

"Submit Needed By" (Date the Contractor expects to submit an item. It is the Contractors responsibility to calculate the lead time needed for the government approval. Note if resubmittal is required it is the Contractors responsibility to make all adjustments necessary to meet the contract completion date.)

"Approval Needed By" (date the Contractor can receive approval and still obtain the material by need date.), and

"Material Needed By" (date that the material is needed at the site. If there is a network analysis it should reflect that date on the analysis.)

i. Contractor Action: Includes the following items: "Code" and "Submit to the Corps". These items will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.
B - Approved, except as noted.

C - Approved, except as noted. Refer to attached sheet resubmission required.
G - Other (specify)

j. Government Action: This item includes a Government Action "Code" and "Date" and is reserved for Government use. The Government reserves the right to review any submittal for contract compliance. Receipt of an Action Code "F - Receipt Acknowledged" or failure of the Contractor to receive an Action Code by the Government, does not mean that the submittal is in compliance with the contract requirements. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

2. Reviewer Abbreviation code will be as follows;

G-ED, G-AE or G-RE - Government Approved
For Information Only - Any submittal without a Government Approved abbreviation code.

INSTRUCTIONS
ENG FORM 4025

1. DATE at the top of form will be the date submitted to the Government which is to be completed by the Contractor.

2. TRANSMITTAL NO. Each new transmittal (i.e. G-AE, G-ED, G-RE or FIO) shall be numbered consecutively in the space provided in "Transmittal No.". This number will be the identifying symbol for each submittal. Example: "G-ED-001", "G-AE-002" "G-RE-003", "FIO-004", etc. For each new submittal or for a resubmittal, the appropriate box must be marked. Resubmittals must be designated by their original sequential number followed by an ".1", ".2", etc. for each sequential resubmittal. Example: "G-ED-001.1" (previous submittal No. G-ED-001).

3. TO: Box will contain the name and address of the office which will review the submittal. The name and address should be given in paragraph 3.5. Contractor is to complete this box after reviewing the classification provided by the government on Eng Form 4288 column f and determining the proper address.

4. FROM: Box will be the name and address of the Contractor. Contractor is to complete this box.

5. CONTRACT NO. box will contain the Contractors construction contract number (e.g., DACXXX-XX-C-XXXX).

6. CHECK ONE box will be completed by the Contractor with one box marked. If a resubmittal is provided last transmittal number will be added.

7. SPECIFICATION SECTION NO. box will be completed by the Contractor. The number will be the five digit number found in the specifications. No more than one section will be covered with each transmittal.

8. PROJECT TITLE AND LOCATION box will be completed by the Contractor.

9. Column a, will be completed by the Contractor and will contain a different number for each item submitted in that transmittal. Once a number is assigned to an item it will remain the same even if there is a resubmittal.

10. Column b, will be completed by the Contractor. The description of each item on this form will include the descriptions provided on the submittal register plus any other data necessary to describe the item. The Contractor shall submit each submittal register item all at once on one transmittal if possible. If a submittal register item can not be submitted all at once Contractor should note that in the remarks box. If a submittal register item requires several items, description shall contain submittal register description plus any additional specific descriptions. Additional items not on the submittal register will be noted in the remarks box.

11. Column c, will be completed by the Contractor. The information will be the appropriate submittal description number as described this Section or shown on the submittal register (e.g. SD-XX).

12. Column d, will be completed by the Contractor. The number of copies will be determined by the Contractor after review of submittal register for the classification of the item and after review of paragraph: SUBMITTAL

PROCEDURES of this Section.

13. Column e, will be completed by the Contractor. The Contractor shall state all applicable paragraph numbers.

14. Column f, will be completed by the Contractor. The Contractor shall state all applicable drawing sheet numbers.

15. Column g, will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.
B - Approved, except as noted.
C - Approved, except as noted. Refer to attached sheet resubmission required.
G - Other (specify)

16. Column h, will be completely by the Contractor. A check shall be placed in this column when a submittal is not in accordance with the plans and specifications also, a written statement to that effect shall be included in the space provided for "Remarks".

17. Column i, is reserved for Government use and may or may not be provided. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

18. REMARKS box self explained.

19. Contractor must sign all Eng Form 4025 certifying conformance.

20. Section II will be completed by the Government. Contractor is not to write in this space.

See reverse side of ENG Form 4025 for additional instructions.

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Sioux Falls Flood Control, Phase 1C

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			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 APPR AUTH/ DATE RCD FROM CONTR	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)
		01200	SD-01 Preconstruction Submittals															
			Proposed Methods of Operation		G	RE												
			Progress Charts	1.12	G	RE												
			Construction Right-of-Way															
			SD-02 Shop Drawings															
			Care of Water	1.4	G	RE												
			SD-11 Closeout Submittals															
			Warranty of Construction															
		01355	SD-07 Certificates															
			Environmental Protection Plan		G													
		01400	SD-01 Preconstruction Submittals															
			Accident Prevention Plan		G	RE												
			SD-07 Certificates															
			Qualifications		G	RE												
		02245	SD-06 Test Reports															
			Initial Sampling and Testing	1.6.3														
			SD-11 Closeout Submittals															
			Waybills and Delivery Tickets	1.5														
		02315	SD-06 Test Reports															
			Testing		G	RE												
		02331a	SD-02 Shop Drawings															
			Plan of Operations															
			SD-06 Test Reports															
			Embankment Materials		G													
			Measurement of Fill Material		G	RE												
			SD-07 Certificates															

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		02331a	Nuclear Density Testing		G	RE													
			Equipment and Operator																
		02561	SD-06 Test Reports																
			Aggregate Moisture-Density		G	RE													
			Relationships																
			Aggregate	3.3	G	RE													
		02621	SD-07 Certificates																
			Materials	2.1	G	RE													
			SD-04 Samples																
			Materials	2.1	G	RE													
		02630	SD-06 Test Reports																
			Placing Pipe	3.3															
			Resin Certification																
			Pipeline Testing	3.8	G	RE													
			Hydrostatic Test on Watertight		G	RE													
			Joints																
			Determination of Density	3.7.5	G	RE													
			Frame and Cover for Gratings	2.2.4															
			Pipe for Culverts and Storm	2.1	G	RE													
			Drains																
			Chain Link Fence		G	RE													
		02935	SD-03 Product Data																
			Erosion Control Material																
			Equipment																
			SD-08 Manufacturer's Instructions																
			Application of Pesticide																

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		02935	Maintenance Report															
			Turf Establishment Period															
			SD-07 Certificates															
			Seeds	2.1.1	G	RE												
			Fertilizer	2.1.2.1														
			Pesticide															
		03100	SD-01 Preconstruction Submittals															
			Design	1.3														
			Form Materials	2.1														
			SD-04 Samples															
			Concrete Formwork															
			SD-06 Test Reports															
			Form Releasing Agents	2.1.4														
		03200	SD-04 Samples															
			Concrete Reinforcement System		G	ED												
			SD-08 Manufacturer's Instructions															
			Welding	1.3														
			Reinforcing Steel	2.3	G	RE												
		03300	SD-08 Manufacturer's Instructions															
			Mixture Proportions	1.6	G	ED												
			Dowel installation procedure		G	ED												
			SD-09 Manufacturer's Field															
			Reports															
			Testing and Inspection for	3.11	G	RE												
			Contractor Quality Control															
			Qualifications	1.3	G	RE												

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		05500	SD-02 Shop Drawings															
			Shop Drawings	1.2	G	ED												
			SD-07 Certificates															
			Qualifications	1.2	G	ED												
			Codes and Standards	1.2	G	ED												
			SD-05 Design Data															
			Field Measurements	1.2	G	RE												
		15105	SD-03 Product Data															
			Outline and Installation Drawings	1.3	G	ED												
			Equipment Performance Data	1.3	G	ED												
			Manufacturer's Catalog Data	1.3	G	ED												
			SD-02 Shop Drawings															
			Shop Drawing	1.3	G	ED												
			SD-07 Certificates															
			Manufacturer's Certificates	1.3	G	ED												
			SD-10 Operation and Maintenance															
			Data															
			O & M Manual	1.3	G	ED												
		15106	SD-03 Product Data															
			Outline and Installation Drawings	1.2	G	ED												
			Equipment Performance Data	1.2	G	ED												
			Manufacturer's Catalog Data	1.2	G	ED												
			SD-02 Shop Drawings															
			Shop Drawing	1.2	G	ED												
			SD-07 Certificates															
			Manufacturer's Certificates	1.2	G	ED												

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		15106	SD-10 Operation and Maintenance																
			Data																
			O & M Manual	1.2	G	ED													
		16440	SD-02 Shop Drawings																
			Shop Drawings	1.2	G	ED													
			SD-08 Manufacturer’s Instructions																
			Manufacturer's Installation	1.2	G	ED													
			Instructions																
		16450	SD-03 Product Data																
			Grounding Electrodes and	1.3	G	ED													
			Connections																
			SD-08 Manufacturer’s Instructions																
			Manufacturer's Instructions	1.3	G	ED													
		16480	SD-02 Shop Drawings																
			Equipment and Components	1.2	G	ED													
			SD-03 Product Data																
			Product Data	1.2	G	ED													
			SD-08 Manufacturer’s Instructions																
			Manufacturers' Instructions	1.2															
			SD-10 Operation and Maintenance																
			Data																
			Operation and Maintenance	1.2															

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

_____

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (*Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contact plans and specifications.

(Reverse of ENG Form 4025-R)

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SECTION 01355

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02/00

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-- End of Section Table of Contents --

SECTION 01355

ENVIRONMENTAL PROTECTION
02/00

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 152 - 186	Pesticide Programs
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual

US ARMY CORPS OF ENGINEERS TECHNICAL REPORT

WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life;

affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include but are not limited to excess paint thinners (i.e. methyl ethyl ketone, toluene, etc.), excess paints, excess solvents, and excess pesticides.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, Regional, and Local laws and regulations.

1.2.5 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.6 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.7 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.8 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.9 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL. Any final determination of wetland delineation conducted by the Contractor shall have concurrence from the Contracting Officer

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violations or non-compliance with Federal, State, Regional, and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Environmental Protection Plan; G.

The environmental protection plan shall be prepared in accordance with Paragraph: ENVIRONMENTAL PROTECTION PLAN.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the

Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementationof the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's environmental plans. The Environmental Protection Plan shall be updated, maintained, and available for review at the project site.

1.7.1 Compliance.

The Contractor shall be responsible for implementing the approved Environmental Protection Plan. No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents.

The environmental protection plan shall include, but shall not be limited to, the following:

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream/channel crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud

transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. Drawing showing the location of borrow areas.

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources, biological resources, and wetlands plan that: identifies procedures for identifying and protecting known historical, archaeological, cultural resources, biological resources, and wetlands to be on the project site and/or identifies procedures to be followed <u>if</u> historical, archaeological, cultural resources, biological resources, and wetlands not previously known to be on site or in the area are discovered during construction. The plan shall include methods to assure the protection of the newly discovered resource.

q. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any on-site construction activities, the Contractor and the Contracting Officer's Representative (COR) shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations from the plans and specifications requested by the Contractor which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS, REVIEWS, AND APPROVALS

This paragraph supplements the Contractor's responsibility under the Contract Clause PERMITS AND RESPONSIBILITIES in that the Government and/or City of Sioux Falls has obtained the following authorization/permits. The Contract shall be responsible for obtaining all other environmental permits, reviews, and approvals required by Federal, State, Regional, and Local laws and regulations.

3.1.1 South Dakota Permit to Construct in a Flood Plain

The City of Sioux Falls is responsible for obtaining the South Dakota Permit to Construct in a Flood Plain.

3.1.2 South Dakota (SD) Storm Water Discharge General Permit For Construction Activities

The Government has obtained coverage under SD Storm Water General Permit for Construction Activities. See Section 01561 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall install temporary and permanent erosion and sediment control best management practices (BMPs) as described in the Storm Water Pollution Prevention Plan (SWPPP) attached to Section 01561 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Cofferdam and Diversion Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and on water quality for downstream use. The Contractor shall be in compliance with the State of South Dakota Water Quality Standards for the Big Sioux River.

3.3.2 Stream/Channel Crossings

Stream/Channel crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, Regional, and local governments.

3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into wetlands without authorization from the regulatory agencies.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded

or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise.

3.4.4 Burning

Burning shall be prohibited on the project site.

3.5 WASTE DISPOSAL

Disposal of wastes shall be as directed below unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or as defined by applicable State and local regulations. The Contractor shall take sufficient measures

to prevent spillage of hazardous and toxic materials during dispensing and shall collect Contractor Generated Hazardous Waste in containers that are in compliance with Federal, State, and local regulations for the specific hazardous waste. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for proper packaging, labeling, marking, and storage of hazardous waste. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262. The Contractor shall transport Contractor Generated Hazardous waste off Government property within 60 days and dispose of it in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.5.5 Waste Water

Disposal of waste water shall be as specified below.

a. Waste water from construction activities, such as on-site material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

b. For discharge of ground water, the Contractor shall land apply the water on the project site in accordance with all Federal, State, Regional, and/or Local laws and regulations; or shall surface discharge the water and shall obtain coverage under the State of South Dakota National Pollutant Discharge Elimination System (NPDES) permit for pumping and discharge of ground water.

c. Water generated from the flushing of lines after hydrostatic testing shall be land applied in accordance with all Federal, State, and local laws and regulations for land application or discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator.

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

3.7 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.8 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. Particular attention shall be paid to threatened and endangered animal and plant species and to species of special concern under applicable Federal and State designation.

3.9 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the use and management of pesticides are regulated under 40 CFR 152 - 186.

3.9.1 Pesticide Delivery and Storage

Pesticides shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Pesticides shall be stored according to manufacturer's instructions and under lock and key when unattended.

3.9.2 Qualifications

For the application of pesticides, the Contractor shall use the services of a subcontractor whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

3.9.3 Pesticide Handling Requirements

The Contractor shall formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and shall use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Material Safety Data Sheets (MSDS)shall be available for all pesticide products.

3.9.4 Application

Pesticides shall be applied by a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator shall wear clothing and personal protective equipment as

specified on the pesticide label. Water used for formulating shall only come from locations designated by the Contracting Officer. The Contractor shall not allow the equipment to overflow. Prior to application of pesticide, all equipment shall be inspected for leaks, clogging, wear, or damage and shall be repaired prior to being used.

3.10 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.11 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.12 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clauses: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1926	Safety and Health Regulations for Construction

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996 and Changes) Safety and Health Requirements Manual

1.2 SUMMARY

1.2.1 General

This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office and a copy is included on the CD-ROM issued with this solicitation. Changes to EM 385-1-1 applicable to this contract include only those revisions posted at the following website (all revisions up to the time this solicitation is issued): http://www.hq.usace.army.mil/soh/hqusace_soh.htm ("Changes to EM"). U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.3 PRECONSTRUCTION CONFERENCE

See Contract Clause "PRECONSTRUCTION CONFERENCE". A preconstruction conference will be scheduled prior to beginning of site work. Requirements relative to planning and administration of the overall safety program will be discussed.

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 01330SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-RE

The written site-specific Accident Prevention Plan.

SD-07 Certificates

Qualifications; G-RE.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work.

1.5 ACCIDENT PREVENTION PLAN

The Contractor shall submit, prior to the start of on site construction activity, a proposed accident prevention plan which shall be the accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work.

1.5.1 Requirements

The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.5.1.1 Responsible Individual(s)

The Contractor shall designate an onsite employee as the individual responsible for insuring the accident prevention plan is implemented and enforced.

1.5.1.2 Subcontractor Supervision

Explain procedures to assure that subcontractor(s) fully comply with the accident prevention plan.

1.5.1.3 Indoctrination of New Employees

The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.5.1.4 Tool Box Safety Meetings

Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.5.1.5 Fire Prevention and Protection

Identify source of fire protection. Insure adequate fire extinguishers, water barrels, or other fire-fighting equipment is located on site. Explain prevention activities to include storage areas and special hazards such as welding and use of flammable liquids, and other special hazards.

1.5.1.6 Housekeeping

Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.5.1.7 Mechanical Equipment Inspection

All mechanical equipment (trucks, cranes, forklifts, backhoes, graders, etc.) shall be inspected prior to use and at fixed intervals throughout the life of the contract. Explain how inspections will be accomplished (frequency, by whom, and records to be kept).

1.5.1.8 First Aid and Medical Facilities

First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.5.1.9 Sanitation

Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.5.1.10 Safety Promotions

The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.5.1.11 Accident Reporting

All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity, shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.5.1.12 Job Hazard Analysis

When job situations change and it is necessary to alter safety requirements, a Job Hazard Analysis will be accomplished, documented, and added as an addendum to the Accident Prevention Plan. Each Job Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard. An example of changing situations may be new subcontractors performing work such as earth moving,

trenching, concrete work, roofing, electrical, masonry etc. The onsite government representative will determine the format and amount of detail required of the written plan.

1.6 EXCAVATION AND TRENCHING

The standards for excavation and trenching are outlined in 29 CFR 1926, Subpart P. These standards shall be followed in addition to those outlined in EM 385-1-1.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01450
SERVICE REPRESENTATIVE

PART 1 GENERAL

1.1 SUMMARY

This section covers requirements for Service Representatives for the Interceptor Sewer Relocation portion of this project.

1.2 SERVICE REPRESENTATIVE

A. For equipment provided under this contract, the Contractor shall provide Service Representatives where required by the specifications, where recommended by the equipment manufacturer, or where otherwise necessary in accordance with the following:

1. Contractor shall provide qualified Service Representative(s), as necessary to:
    a. Instruct the Contractor's personnel in the installation, startup, and testing of equipment.
    b. Inspect equipment after it is installed to assure that all details of installation are correct and that equipment is prepared for operation in accordance with manufacturer's instructions and recommendations.
    c. Check connections to equipment and adjust, or supervise adjustment of, control and indicating devices after equipment has been installed and connected.
    d. Fully instruct Owner's operating personnel in operation and maintenance of equipment.
    e. Provide Engineer with duplicate copies of final alignment and clearance measurements on all rotating or reciprocating equipment. Measurements shall clearly identify each piece of equipment.
    f. Supervise preliminary operation of equipment and necessary adjustments.
2. Presence of Service Representative will in no way relieve Contractor of any responsibility assumed under Agreement.
3. Work and abilities of Service Representative shall be subject to review of the COR. If the COR determines that any Service Representative is not properly qualified, Contractor shall replace Service Representative upon written notification.
4. Contractor shall provide continuity in assignment of Service Representative to Work. In event substitution of Service Representative is made which is not at request of COR, substitute's time for "familiarization" shall be at Contractor's expense.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

Not applicable

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SECTION 01451

CONTRACTOR QUALITY CONTROL
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) 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	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 10 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility

to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned 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

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors" within the past five years and be in possession of the resulting certificate of instruction. If the individual designated as CQC System Manager does not currently meet this training requirement, the training must be accomplished within 60 days of the appointment to CQC System Manager. This course is periodically offered at each of the four area offices in the Omaha District according to the following revolving training schedule:

Badger Area	First Session	Between 15 & 25 April
	Second Session	Between 15 & 25 October
Point of Contact	Roy Brewer	(608) 388-4780
Black Hills Area	First Session	Between 1 & 10 March
	Second Session	Between 1 & 10 September
Point of Contact	Dwight Pochant	(605) 923-2983
Fort Crook Area	First Session	Between 15 & 25 January
	Second Session	Between 15 & 25 July
Point of Contact	Al Kreisler	(402) 293-2540

Rocky Mountain	First Session	Between 1 & 10 June
	Second Session	Between 1 & 10 December
Point of Contact	Paul Jendzejec	(719) 556-4184

The exact date and location for the sessions will be determined approximately 30 days in advance of the training. The cost of training is presently established at $25 to be paid by each student in advance of the training. For information about a particular session, the best source is the point of contact listed above..

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995A COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals required by those sections shall be coordinated with Section 01330 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 work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

l. Prior to the preparatory meeting for each definable feature of work, the Contractor shall provide all technical references (i.e. building codes, life safety codes, etc.) referenced in the project specifications for feature(s) of work being addressed at the preparatory meeting. These technical references shall be onsite and available for use by Contractor and Government personnel before the preparatory meeting is held and maintained until the feature(s) of work is/are accepted by the Government.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and

comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may

result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed the actual cost for the recheck to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail: Commander and Director
U.S. Army Engineer Waterways Experiment Station
Attn: CEWES-GS
3909 Hallsferry Road
Vicksburg, Mississippi 39180-6199

For other deliveries: Commander and Director
U.S. Army Engineer Waterways Experiment Station
Attn: CEWES-GS
3909 Hallsferry Road
Vicksburg, Mississippi 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Project Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement,

Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by

whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Contracting Officer's Representative on the first day following the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

_____
(FIRM NAME)

DAILY QUALITY CONTROL REPORT

Daily Report No.: _____ DATE: _____
Contract No. _____
Project Title & Location:
_____
Weather: ____ Precipitation: _____ in. _____ Temp:____ Min. ____ Max. ____

1. Contract/Subcontractors and Area of Responsibility:

NUMBER:	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION WORK

2. Operating Plant or Equipment. (Not hand tools)

Plant/Equipment	Date of Arrival/Departure	Date of Safety Check	Hours Used	Hours Idle	Hours Repair

3. Work Performed Today: (Indicate location and description of work performed by prime and/or subcontractors. When network analysis is used, identify work by NAS activity number).

4. Control Activities Performed:
   Preparatory Inspections: (Identify feature of work and attach minutes).
   Initial Inspections: (Identify feature of work and attach minutes).
   Follow-Up Inspections: (List inspections performed, results of inspection compared to specification requirements, and corrective actions taken when deficiencies are noted).

5. Tests Performed and Test Results: (Identify test requirement by paragraph number in specifications and/or sheet number in plans).

6. Material Received: (Note inspection results and storage provided).

7. Submittals Reviewed:

(a) Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Offsite Surveillance Activities, Including Action Taken:

9. Job Safety: (List items checked, results, instructions and corrective actions taken).

10. Remarks: (Instructions received or given. Conflict(s) in Plans and/or specifications. Delays encountered.).

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as may be noted above.

CQC System Manager Date

-- End of Section --

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SECTION 01561

NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

06/00

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SECTION 01561

NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

06/00

PART 1 GENERAL

Attachment: Storm Water Pollution Prevention Plan

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall be responsible for implementing the terms and requirements of the attached "Authorization To Discharge Under The Surface Water Discharge System", Permit No. SDR100000, for storm water discharges from construction sites as indicated herein. The Government will be considered the "permittee".

3.2 IMPLEMENTATION

3.2.1 Notice of Intent

The Government has submitted a Notice of Intent (NOI) in accordance with Permit No. SDR100000.

3.2.2 Posting NOI and Authorization Letter

A copy of the NOI and the authorization letter will be posted by the Government at the construction site in a prominent place for public viewing.

3.2.3 Storm Water Pollution Prevention Plan

The Contractor shall implement the attached Storm Water Pollution Prevention Plan (SWPPP) in accordance with Permit No. SDR100000. The Contractor shall be responsible for implementing and maintaining all controls described in the SWPPP which are included in this contract. All Contractors and subcontractors implementing measures described in the SWPPP shall sign the "Contractor/Subcontractor Certification Statement". The Government will update the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the state or if the SWPPP proved ineffective in eliminating or significantly minimizing pollutants present in storm water.

3.2.4 Inspections and Reporting

The Contractor shall be responsible for all inspections and reporting required under the NPDES Permit No. SDR100000. The inspection reports shall be signed by the Contractor. Copies of all inspection reports shall be furnished to the COR within 3 calendar days after the inspection. The Contractor shall notify the COR immediately if an inspection identifies any incidents of non-compliance with the permit of if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants present in the storm water.

3.2.5 Retention of Records

The Government will retain a copy of the SWPPP, reports, and records of all data used to complete the NOI in accordance with Permit No. SDR100000.

3.2.6 Notice of Termination

The Government will complete and submit a Notice of Termination (NOT) in accordance with Permit No. SDR100000.

3.2.7 Renotification

If the current permit expires prior to completion of construction, the Government will submit a new NOI in accordance with Permit No. SDR100000.

-- End of Section --

Permit No.: SDR100000

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
JOE FOSS BUILDING
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3181

AUTHORIZATION TO DISCHARGE UNDER THE

SURFACE WATER DISCHARGE SYSTEM

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD) Chapters 74:03:17 through 74:03:26, operators of storm water discharges from **construction** activities that are classified as "associated with industrial activity", located in the State of South Dakota are authorized to discharge in accordance with the conditions and requirements set forth herein.

This permit shall become effective on December 1, 1995.

This permit and the authorization to discharge shall expire at midnight, November 30, 2000.

Signed this 14th day of November, 1995

_____
Authorized Permitting Official

Nettie H. Myers
Secretary
Department of Environment and Natural Resources

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ATTACHMENT C SIGNATORY CERTIFICATION STATEMENT

PART I. DEFINITIONS

"Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

"Municipality" means a city, town, county, district, sanitary district, or other public body created by or under state law with jurisdiction over the disposal of sewage, industrial wastes, or other wastes.

"NOI" means Notice of Intent to be covered by this permit (See Attachment A of this permit.)

"NOT" means Notice of Termination (See Attachment A of this permit).

"Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged.

"Regulated Substance" means:

(1) Substances listed in the "Title III List of Lists, Consolidated List of Chemicals Subject to Reporting Under the Emergency Planning and Community Right to Know Act," Environmental Protection Agency (January 1990);
(2) Fertilizers as defined in SDCL 38-19-1(1), (2), (3), (13), and (14), including fertilizer derivatives;
(3) Pesticides as defined in SDCL 38-20A-1(1), (3) (4), (5), and (6), SDCL 38-20A-10 and those substances defined in SDCL 38-21-14(4), (5), (18), (19), (21), and (29) including metabolites and all active and inert ingredients of these substances;
(4) Petroleum and petroleum substances, including oil, gasoline, kerosine, fuel oil, oil sludge, oil refuse, oil mixed with other wastes, refined or blended crude petroleum stock, and any other oil or petroleum substance;
(5) Radiological, chemical, or biological warfare agents or radiological wastes; and
(6) Hazardous wastes as described in 40 C.F.R. Part 261, Subparts C and D (July 1, 1988).

"Runoff Coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Secretary" means the Secretary of the Department of Environment and Natural Resources or an authorized representative.

"Storm Water" means storm water associated with construction activity.

"Storm Water Associated with Construction Activity" means the storm water runoff from construction areas; that result in the disturbance of five or more acres of total land area or which may be part of a larger common plan of development or sale.

"Storm Water Associated with Industrial Activity" means storm water runoff, snow melt runoff, or surface runoff and drainage from industrial activities as defined in 40 CFR § 122.26 as it existed on July 24, 1992.

"SWD" means Surface Water Discharge.

"Waters of the State" means all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, situated wholly or partly within or bordering upon the state, but not waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA other than cooling ponds as defined in 40 C.F.R. § 423.11(m) (July 1, 1991).

PART II. COVERAGE UNDER THIS PERMIT

A. **Discharges Covered.**

1. This permit shall authorize all storm water construction discharges within the State of South Dakota that will result in the disturbance of five or more acres total land area. Upon receipt of a complete NOI, the Secretary shall make the decision to grant or deny coverage, or request additional information. An authroization letter shall be sent to the permittee granting coverage for the storm water discharges from construction activities under this permit, except for Discharges Not Covered, see below.

2. This permit shall only authorize storm water construction discharges that are mixed with a storm water discharge from an industrial source, where:

   a. the industrial source is located on the same site as the construction activity; and

   b. storm water discharges not associated with construction activities are covered by a different SWD general permit or individual permit.

B. **Discharges Not Covered.** The following storm water discharges from construction sites are not authorized by this permit:

1. storm water discharges that originate from the site after final stabilization is achieved;

2. discharges that are mixed with sources of non-storm water, other than discharges which are identified in Part III.A. of this permit;

3. storm water discharges from construction sites, if the discharges may adversely affect a listed endangered species;

4. non-storm water activities authorized by a Section 404 Federal Clean Water Act permit; and

5. this permit does not authorize the discharge of regulated substances resulting from a spill.

C. **Authorization.**

1. A discharger must submit a Notice of Intent (NOI) form from Attachment A (or a photocopy), to the address on the NOI form, in order for storm water discharges from construction sites to be authorized under this general permit. This information must be submitted at least 15 days prior to when the operator commences work at the site.

2. A copy of the NOI and the Department's authorization letter shall be posted at the construction site in a prominent place for public viewing (such as alongside a building permit).

3. Where a new operator is selected after the submittal of a NOI, the previous operator must submit a NOT, and the new operator must submit a new NOI.

D. **Additional Notification**. Facilities which are operating under approved local sediment and erosion plans, grading plans, or storm water management plans shall also submit signed copies of the NOI to the local agency approving such plans 15 days prior to commencing work or sooner where required by local rules.

E. **Continuation of the Expired General Permit.** An expired general permit continues in force and effect until a new general permit is issued.

F. **Duty to Reapply.** Upon issuance of a new general permit, the permittee is required to reapply for coverage by submitting a new NOI to the Secretary at least 180 days prior to the expiration of this permit.

G. **Notice of Termination.** Where a site has been finally stabilized and all storm water discharges that are authorized by this permit are eliminated, the operator of the facility shall submit a Notice of Termination that is signed in accordance with Part VI.F. of this permit.

PART III. SPECIAL CONDITIONS

A. **Non-storm water discharges.** The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharge is identified in the storm water pollution prevention plan: discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles or control dust, as a best management practice; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate.

B. **Releases in excess of Reportable Quantities.** The discharge of regulated substances in the storm water discharge(s) from a site shall be prevented or minimized in accordance with the applicable storm water pollution prevention plan for the site. This permit does not relieve the permittee of the reporting requirements of ARSD 74:34:01, 40 CFR Part 117 and 40 CFR Part 302. Where a release containing a regulated substance in an amount equal to or in excess of a reporting quantity established under ARSD 74:34:01, 40 CFR Part 177 or 40 CFR Part 302, occurs:

1. The permittee is required to notify the Department of Environment and Natural Resources at (605) 773-3296 and the National Response Center at 1-800-424-8802 in accordance with the requirements of ARSD 74:34:01, 40 CFR Part 117, and 40 CFR Part 302 as soon as he or she has knowledge of the discharge;

2. The permittee shall submit to the Department, at the address listed at Part V.C. within 14 calendar days of knowledge of the release, a written description of: the release, (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and steps to be taken to minimize the potential for future releases; and

3. The storm water pollution prevention plan required under Part IV. of this permit must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

PART IV. STORM WATER POLLUTION PREVENTION PLANS

A. **Deadlines for Plan Preparation and Compliance.** The storm water pollution prevention plan must be developed and implemented upon start of construction.

B. **Contents of Plan**. The plan shall include, at a minimum, the following items:

1. **Site Description**. Each plan shall provide a description of pollutant sources and other information as indicated below:

   a. The type of construction activity;

   b. Estimates of the total area of the site thatis expected to be disturbed by excavation, grading, grubbing, or other activities during the life of the project;

   c. The intended sequence of major activities which disturb soils;

   d. Description of the soil;

   e. The name of surface waters where runoff may go; and

   f. A site map indicating:

      (1) drainage patterns and approximate slopes anticipated after major grading activities;
      (2) areas of soil disturbance;
      (3) location of major structural and nonstructural controls identified in the plan;
      (4) location of areas where stabilization practices are expected to occur;
      (5) surface waters and areal extent of wetland acreage; and
      (6) locations where storm water is discharged to a surface water.

2. **Controls**. The plan shall describe for each major activity identified in the site description, appropriate control measures and when they will be implemented. The description and implementation of controls shall address the following minimum components:

   a. **Erosion and Sediment Controls**.

      (1) **Stabilization Practices**. The plan shall include a description and schedule of interim and permanent stabilization practices; a record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization measures shall be initiated as soon as practicable, but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased, except as provided below:

         (a) When the total time period that construction activity is temporarily stopped is less than 21 days, stabilization measures do not have to be initiated on that portion of the site by the 14th day;

         (b) When the initiation of stabilization measures are stopped due to snow cover, stabilization measures shall be initiated as soon as practicable; or

         (c) When the initiation of stabilization measures has stopped due to arid conditions, stabilization measures shall be initiated as soon as practicable.

      (2) **Structural Practices**. The plan shall include a description of structural practices to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the Federal Clean Water Act.

B. **Contents of Plan (cont.).**

2. **Controls (cont.)**.

a. **Erosion and Sediment Controls (cont.)**.

(a) For common drainage locations that serve an area with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. This requirement does not apply to flows that are either undisturbed or have undergone final stabilization, where such flows are diverted around both the disturbed area and the sediment basin. If the required temporary sediment basin or equivalent controls is not attainable, smaller sediment basins and/or sediment traps shall be used. At a minimum, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

(b) For drainage locations serving less than 10 acres, a sediment basin providing storage for 3,600 cubic feet of storage per acre drained, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

b. **Storm Water Management**. The plan shall include a description of practices that will be installed during the construction process to control pollutants in storm water discharges occurring after construction operations have been completed. Such practices may include:

(1) Storm water ponds; flow reduction by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems which combine several practices. The plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.

(2) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to minimize erosion and protect the receiving water.

This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization.

c. **Approved Local Plans**. Permittees must include applicable local sediment and erosion requirements in their plan. The plan must be modified when the permittee is notified that the local requirements have changed.

3. **Maintenance**. The plan shall include a description of procedures to maintain vegetation, erosion and sediment control measures and other protective measures identified in the site plan. This includes minimization of off-site vehicle tracking of sediments and the generation of dust.

4. **Inspections**. The permittee shall insure that qualified personnel inspect the site at least once every 7 calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. The inspection shall include disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials, structural control measures, and locations where vehicles enter or exit the site. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly and sediment is not tracked offsite.

Based on the results of the inspection, the plan shall be revised and implemented, in no case later than 7 calendar days following the inspection.

A report summarizing areas inspected, name(s) and title(s) of personnel making the inspection, the date(s) of the inspection, major observations and corrective actions taken shall be made and retained as part of the plan for at least 3 years. Such reports shall identify any incidents of non-compliance.

B. **Contents of Plan (cont.).**

4. **Inspections (cont)**. Where an inspection does not identify any incidents of non-compliance, the report shall contain a certification that the site is in compliance with the plan and this permit. The report shall be signed in accordance with the signatory requirements of this permit.

C. **Signature and Plan Review**

1. The plan shall be signed in accordance with the signatory requirements and retained onsite at the site which generates the storm water discharge.

2. The permittee shall make plans available upon request to the Secretary or in the case of a storm water which discharges through a municipal separate storm sewer system, to the operator of the municipal system.

3. The Secretary may notify the permittee at any time that the plan does not meet the minimum requirements of this part. Such notification shall identify those provisions of the permit which are not being met by the plan and identify which provisions require modifications in order to meet the minimum requirements. Within 7 days of notification, the permittee shall make the required changes to the plan and shall submit to the Secretary a written certification that the requested changes have been made.

D. **Keeping Plans Current**. The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the state. The plan shall also be amended if the plan proves to be ineffective in eliminating or significantly minimizing pollutants present in the storm water.

E. **Contractors**. The plan must clearly identify the contractors and/or subcontractors that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the Certification Statement in Attachment B before conducting any professional service identified in the plan, in accordance with Part VI.F of this permit. All certifications must be included in the storm water pollution prevention plan.

PART V. RETENTION OF RECORDS

A. The permittee shall retain a copy of the plan at the construction site from the date of project initiation to the date of final stabilization.

B. The permittee shall retain a copy of the plan, all reports required by this permit, and records of all data used to complete the NOI, for a period of at least 3 years from the date that the site is finally stabilized. This period may be extended by request of the Secretary at any time.

C. All reports and documents required by this permit shall be submitted to the South Dakota Department of Environment and Natural Resources at the address below:

South Dakota Department of Environment and Natural Resources
Air and Surface Water Program
Joe Foss Building
523 East Capitol Ave.
Pierre, SD 57501-3181

PART VI. STANDARD PERMIT CONDITIONS

A. **Duty to Comply.**

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the South Dakota Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal. The permittee shall give the Secretary advance notice of any planned changes at the permitted facility or of an activity which may result in permit noncompliance.

2. Any person who violates a permit condition shall, upon conviction, be punished by a Class 1 misdemeanor. In addition to a jail sentence authorized by SDCL 22-6-2, a Class 1 misdemeanor imposed by SDCL, Chapter 34A-2, is subject to a criminal fine not to exceed ten thousand dollars per day of violation. The violator is also subject to a civil penalty not to exceed ten thousand dollars per day of violation, for damages to the environment of this state, or both.

3. Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a Class 1 misdemeanor. In addition to a jail sentence authorized by SDCL 22-6-2, a Class 1 misdemeanor imposed by SDCL, Chapter 34A-2, is subject to a criminal fine not to exceed ten thousand dollars per day of violation. The violator is also subject to a civil penalty not to exceed ten thousand dollars per day of violation, for damages to the environment of this state, or both.

B. **Need to Halt or Reduce Activity Not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

C. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

D. **Duty to Provide Information.** The permittee shall furnish to the Secretary, within a reasonable time, any information which the Secretary may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Secretary, upon request, copies of records required to be kept by this permit.

E. **Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI or in any other report to the Secretary, he or she shall promptly submit such facts or information.

F. **Signatory Requirements.** All NOIs, plans, reports, certifications or information either submitted to the Secretary, shall be signed and certified by the following signatory official:

1. All NOIs shall be signed as follows:

   a. For a corporation: by a responsible corporate officer;

   b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

   c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

2. All reports required by the permit and other information requested by the Secretary shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

F. **Signatory Requirements (cont).**

   a. The authorization is made in writing by a person described above and submitted to the Secretary; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company.

c. If an authorization under this section is no longer accurate because a different operator has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of this section must be submitted to the Secretary prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Any person signing documents under this section shall sign the Signatory Certification Statement in Attachment C.

G. **Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Federal Clean Water Act.

H. **Property Rights.** This permit does not convey any property right, nor any exclusive privileges, such as any injury to private property, any invasion of personal rights, or any infringement of federal, state or local laws or regulations.

I. **Severability.** Any portion of this permit that is found to be void, or is challenged, shall not affect the validity of the various permit requirements that are not void or challenged.

J. **Requiring an Individual Permit or an Alternative General Permit.** The Secretary may either deny coverage or require any person requesting coverage under the general permit to apply for, and obtain, an individual permit. Any interested person may petition the secretary to take action under this Part. Cases where an individual permit may be required include the following:

1. The permittee is not in compliance with the conditions of the general permit;

2. A change has occurred in the availability of demonstrated technologies or practices for the control or abatement of pollutants applicable to construction sites;

3. Effluent limitation guidelines are promulgated for point sources covered by this general permit;

4. A water quality management plan containing requirements applicable to construction sites is approved; and

5. The discharge is a significant contributor of pollution to waters of the state or it presents a health hazard.

K. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all systems of treatment and control which are used to achieve compliance with the conditions of this permit. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

L. **Inspection and Entry.** The permittee shall allow the Secretary or the EPA Regional Administrator, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

L. **Inspection and Entry (cont.).**

3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and,

4. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the South Dakota Water Pollution Control Act, any substances or parameters at any location.

M. **Permit Actions.** This permit may be modified, revoked and reissued, or terminated by the Secretary for cause. The

filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

ATTACHMENT A

ATTACHMENT B

CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

All contractors and subcontractors shall sign a copy of the following Certification Statement:

> "I certify under penalty of law that I understand the terms and conditions of the general Surface Water Discharge (SWD) permit that authorizes the storm water discharges from construction activities identified below. "

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: _____
_____

ATTACHMENT C

SIGNATORY CERTIFICATION STATEMENT

Any person signing reports or other documents shall sign the following Certification Statement:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____
Site Location: _____
_____

South Dakota Department of Environment and Natural Resources
Surface Water Discharge Program

Notice of Intent (NOI) To Obtain Coverage Under SWD General Permit or Notice of Termination (NOT) of Coverage Under SWD General Permit for Storm Water Discharges Associated with Industrial or Construction Activities

Return to: SD Department of Environment & Natural Resources/ Surface Water Quality Program
523 East Capitol, Joe Foss Building
Pierre, SD 57501-3181
(605) 773-3351 or 1-800-SDSTORM

PLEASE PRINT OR TYPE

I. Facility Operator Information:

Name: U.S. Army Engineer Omaha District Phone: 402-221-4737
Street: 215 N 17th Street ATTN: CENWO-ED-DI
City: Omaha State: NE Zip Code: 68102-4978

Type of Ownership: [ ] Private [ ] State [X] Federal [ ] Public (other than Federal and State)

II. Mailing Address of Facility/Site Location:

Name: Flood Control Project Phone: 605-373-0423/605-341-3169
Responsible Contact Person: Don Stoltz/Mark Mailander
Street: 801 East Chamber
City: Sioux Falls State: SD County: Minnehaha Zip Code: 57104

III. Type of Permit Requested? Check (X) the appropriate response:

A. [X] Notice of Intent (complete all questions except IX.)

[ ] Industrial Activity [X] Construction Activity

Co-Permittee Permit No. _____

[X] Yes [ ] No Has the Storm Water Pollution Prevention Plan been developed as required?
If No, when will it be developed? _____

B. [ ] Notice of Termination (go to questions IX. and complete the rest of form)

IV. Facility/Site Location

A. Section: 4,7,9,18,19,30,31 Quarter: Township: 101N Range: 49W
24,25 101N 50W
29,32,33 102N 49W
County: Minnehaha or Latitude: Longitude:

B. Project Name: Flood Control

C. Is This Facility Located On Indian Country? [ ] yes [X] no

V. Receiving Waters

[X] Natural Surface Drainage
Name or Description of Receiving Waters: **Big Sioux River, Skunk Creek**
[ ] Municipal Storm Sewer
Name of City and the Ultimate Receiving Waters: _____

FOR DENR USE ONLY
NOI Postmark Date: _____ Permit Number: _____
Date Permitted: _____
NOT Postmark Date: _____ Termination Date: _____

VI. Nature of Discharge

Please include a brief description of the nature of business conducted at this facility or construction project. Include from one to four Standard Industrial Classification (SIC) codes or one to four 6 - digit North American Industry Classification (NAIC) codes which best reflect the principal products or services provided by the facility. CO for construction activity.

This construction project (CO) consists of: 1) Raising existing levees along an existing diversion channel, Skunk Creek, and the Big Sioux River 2) Modification of an existing spillway chute and construction of a new stilling basin 3) Raising a Diversion Dam 4) Providing bridge improvements.

The project will be constructed in four phases (Phase 1A, 1B, 2 and 3).

VII. Operational History (Industrial Only)

Date Constructed: _____

Operational Start-up: _____

Construction Project History (Construction Only)

Project Start Date: **December 2000**

Estimated Area of Total Disturbance in Acres: **150**

Estimated Completion Date: **March 2006**

VIII. Existing Environmental Permits

Please check (X) all other Environmental Permits which are held by the facility. Include permit numbers in space provided:

- [X] SWD or NPDES (Discharges to Surface Water) **SDS-000001**
- [ ] UIC (Underground Injection of Fluids) _____
- [ ] RCRA (Hazardous Wastes) _____
- [ ] PSD (Air Emissions from Proposed Sources) _____
- [ ] Other (please specify) _____

IX. Notice of Termination Information

Permit Information: Permit Number: _____

[ ] Check here if you are no longer the operator of the facility.
Explain why no longer the operator _____

[ ] Check here if the storm water discharge is being terminated.
Explain why the discharge is terminated: _____

X. Certification

Check (X) the appropriate response:

Notice of Intent Certification:

[X] **I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations. In addition, I certify that I am aware of the terms and conditions of the General Storm Water permit and I agree to comply with those requirements.**

Notice of Termination Certification:

[ ] **I certify under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a SWD general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting the Notice of Termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the State of South Dakota is unlawful under the federal Clean Water Act where the discharge is not authorized by a SWD permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the federal Clean Water Act.**

I, Mark E. Tillotson , the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

South Dakota Codified Laws Section 1-40-27 provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner or resident general manager of the facility for which application has been made:

(a) Has intentionally misrepresented a material fact in applying for a permit;

(b) Has been convicted of a felony or other crime involving moral turpitude;

(c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;

(d) Has had any permit revoked under the environmental laws of any state or the United States; or

(e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or

(2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification, consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

Pursuant to SDCL 1-40-27, I certify that I have read the forgoing provision of state law, and that I am not disqualified by reason of that provision from obtaining the permit for which application has been made.

Dated this 4, day of May, 19 01.

NOTE: Notice of Intent/Termination must be signed by the authorized chief elective, an executive officer or a corporate responsible official of the applicant, or by the applicant, if an individual.

Name (print) **Mark E. Tillotson**

Title **COL, Corps of Engineers, Commanding**

Signature

Subscribed and sworn before me this 4th day of May, 19 2001.

Lana Marie Olson
Notary Public

My commission expires: 12/15/2004

(SEAL)

GENERAL NOTARY-State of Nebraska
LANA MARIE OLSON
My Comm. Exp. 12/15/2004

PLEASE ATTACH SHEET DISCLOSING ALL FACTS PERTAINING TO SDCL 1-40-27 (1) (a) THROUGH (e).
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
215 NORTH 17TH STREET
OMAHA, NEBRASKA 68102-4978

REPLY TO
ATTENTION OF
CENWO-ED-DI

4 May 2001

MEMORANDUM FOR Black Hills Area Engineer

SUBJECT: Storm Water Permit Certification and Signatory Authorization for the Flood Control Project at Sioux Falls, South Dakota

1. References:

a. Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

b. South Dakota General Permit Number SDR100000 for Storm Water Discharges Associated with Construction Activities.

2. This memorandum identifies the duly authorized representative for the certification and signature of the Storm Water Pollution Prevention Plans (SWPPP) and for the Inspection Reports in accordance with reference b. requirements. The authorized representative is designated as a duly authorized representative of the signatory official.

3. The certification of the SWPPP is delegated to the Contracting Officer Representative (COR) for the Flood Control Project at Sioux Falls, South Dakota, as the position having overall responsibility for the plans and specifications. The COR shall sign the Signatory Certification Statement included in the SWPPP.

4. The signatory authority for the Inspection Reports is delegated to the Construction Contractor's Authorized Representative having the overall responsibility for operation of the construction site. The Construction Contractor's Authorized Representative shall sign all Inspection Reports and the Contractor/Subcontractor Certification Statement included in the SWPPP.

MARK E. TILLOTSON
Colonel, EN
Commanding

CF:
SD Department of Environment & Natural Resources/Surface Water Quality Program, 523 East Capitol, Joe Foss Building, Pierre, SD 57501-3181
CENWO-CD
CENWO-OC
CENWO-PM-C (Barnes)
CENWO-ED-DJ (Klima)

Printed on Recycled Paper

STORM WATER POLLUTION PREVENTION PLAN

For
Flood Control
Sioux Falls, South Dakota

April 27, 2001

Attachments: Storm Water General Permit For Construction Activities
Notice of Intent
Signature Authorization
Site Map Phase 1A

References: Section ENVIRONMENT PROTECTION
Environmental Protection Plan

1. GENERAL

The Government has operational control over the specifications for all areas of the project. The Contractor has operational control over day-to-day activities for all areas of the project. All Contractors and subcontractors implementing measures identified in this Storm Water Pollution Prevention Plan (SWPPP) shall sign a copy of the Certification Statement in Attachment B before conducting any professional service identified in the plan. All certifications shall be included in the SWPPP.

The Government will be responsible for making any necessary revisions to the SWPPP.

The references listed above shall be considered part of the SWPPP.

2. SITE DESCRIPTION

2.1. Nature of Construction Activity

The project consists of raising existing levees along the existing Big Sioux diversion channel, Skunk Creek, and the Big Sioux River. An existing spillway chute will be modified and a new stilling basin constructed. An existing diversion dam will be raised and several bridges will be improved. The project will be constructed in four phases (Phase 1A, 1B, 2 and 3).

2.2. Area of Site

The total area of the construction site is approximately 150 acres. The total area of the construction site that is expected to be disturbed by excavation, grading, or other activities is approximately 150 acres.

2.3. **Sequence of Major Activities**

2.3.1. **Phase 1A**

? Mobilize on site.

? Excavate along each side of the existing spillway chute and stockpile excavated soil.

? Construct new wall raise and counterforts and widen wall footings.

? Backfill along each side of the existing spillway chute.

? Construct paved channels.

? Topsoil and seed disturbed areas.

? Install silt fencing and erosion control blankets.

? Remove silt fencing after final stabilization of the site.

? Demobilize from the site.

2.4. **Description of Soils**

Surface soils at the site consist of silts and clays with varying amounts of sand. Subsoils consist primarily of sands.

2.5. **Receiving Waters**

Drainage from the construction site flows to Skunk Creek and the Big Sioux River.

2.6. **Site Map**

2.6.1. **Phase 1A**

See the attached Site Map.

3. **CONTROLS**

The Contractor shall be responsible for installing and maintaining the controls described below.

3.1. **Erosion and Sediment Controls**

All control measures shall be installed and maintained by the Contractor in accordance with the manufacturer's specifications. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the Contractor shall replace or modify the control. If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts. Litter, construction debris, and construction chemicals exposed to storm water shall be prevented from becoming a pollutant source for storm water discharges. See the Environmental Protection Plan for the Contaminant Prevention Plan.

3.1.1. **Stabilization Practices**

Stabilization measures shall be initiated as soon as practicable, but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased, except as follows. When the total time period that construction activity is temporarily stopped is less than 21 days, stabilization measures do not have to be initiated on that portion of the site by the 14th day. When the initiation of stabilization measures are stopped due to snow cover or arid conditions, stabilization measures shall be initiated as soon as practicable.

The Contractor shall record the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated. The record shall be provided to the Contracting Officer's Representative for attachment to the SWPPP.

3.1.1.1. **Phase 1A**

? **Temporary Seeding and Mulching**

Disturbed portions of the site where construction activities temporarily cease shall be stabilized with either temporary seeding and mulching or mulching no more than 14 days after construction activity ceases, except as follows. When the total time period that construction activity is temporarily stopped is less than 21 days, temporary stabilization measures do not have to be initiated on that portion of the site by the 14th day. When the initiation of temporary stabilization measures is stopped due to snow cover or arid conditions, stabilization measures shall be initiated as soon as practicable. Areas where construction activities will temporarily cease for more than one year shall be seeded and mulched.

? **Mulching**

All seeded areas shall be mulched on the same day as the seeding. When used to temporarily stabilize an area, mulch shall be anchored mechanically by crimping or by using tackifiers or nets. Mechanical crimpers shall be capable of tucking the long mulch fibers into the soil four inches deep without cutting them.

? **Erosion Control Blanket**

Erosion control blankets shall be installed as soon as possible after seeding.

? **Permanent Seeding**

Disturbed portions of the site where construction activities permanently ceases shall be stabilized with permanent seeding no more than 14 days after the construction activity ceases, except as follows. When the initiation of permanent seeding is stopped due to snow cover or arid conditions, permanent seeding shall be initiated as soon as practicable.

? **Dust Control**

The Contractor shall comply with Section ENVIRONMENT PROTECTION of the specifications.

3.1.2. **Structural Practices**

3.1.2.1. **Phase 1A**

? **Silt Fence**

The silt fencing shall be removed only after the project site has been stabilized. Silt fence placed across ditches shall be removed when the grass has matured sufficiently to project the ditch or swale. Any sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

3.2. **Storm Water Management**

3.2.1. **Phase 1A**

All areas disturbed by construction will be topsoiled and seeded. Drainage ditches with erosive flows will be lined with concrete.

3.3. **Other Controls**

3.3.1. **Waste Disposal**

No solid materials, including building materials, shall be discharged to waters of the United States. The Contractor shall comply with Section ENVIRONMENT PROTECTION of the specifications.

3.3.2. **Soil Stockpiles**

Soils stockpiled for more than 60 days shall be seeded with a temporary or permanent grass cover within 14 days after completion of stockpile construction. If stockpiles are located within 100 feet of a drainageway, a silt fence shall be constructed around the stockpile.

3.3.3. **Off-Site Vehicle Tracking**

Off-site vehicle tracking of sediments and the generation of dust shall be minimized. Whenever construction vehicles enter onto paved public roads, provisions shall be made to prevent the transport of sediment by vehicles tracking onto the paved surface. Whenever sediment is transported onto a public road, the road shall be cleaned at the end of each day. Sediment shall be removed from roads by shoveling or sweeping and be transported to a controlled sediment disposal area. Street washing shall not be allowed until after sediment is removed in this manner.

3.3.4. **On-Site Storage of Construction and Waste Material**

See the attached Environmental Protection Plan for the Spill Control Plan and the Contaminant Prevention Plan.

3.3.5. **Other Pollutant Sources**

? Concrete trucks will not be allowed to discharge drum wash water to ditches or storm drains. Excess concrete and concrete truck wash water shall be discharged into a temporary infiltration/holding basin. Hardened concrete shall be removed from the basin periodically and properly disposed of.

? Vehicles and construction equipment shall be inspected at least once per week for leaks or potential spills and any required maintenance shall be performed.

3.3.6. **Approved State and Local Plans**

The Storm Water Pollution Prevention Plan reflects the requirements of the City of Sioux Falls *Erosion Control Standard.*

4. **INSPECTION AND MAINTENANCE**

Qualified Contractor personnel shall be responsible for all inspections and maintenance specified below.

4.1. **Frequency of Inspections**

Disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, shall be inspected at least once every 7

calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and erosion and sediment control measures shall be observed to ensure that they are operating correctly and sediment is not tracked offsite.

4.2. **Inspection Reports**

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWPPP shall be made by the Contractor and retained as part of the SWPPP. Major observations should include: the location(s) of discharges of sediment or other pollutants from the site; location(s) of BMPs that need to be maintained; location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations(s) where additional BMPs are needed that did not exist at the time of the inspection. The report shall identify any incidents of non-compliance. Where an inspection does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the SWPPP and the NPDES general permit. The report shall be signed by the Contractor.

4.3. **Modification of SWPPP**

Based on the results of the inspection, the SWPPP may be modified by the Government as necessary to include additional or modified Best Management Practices (BMPs) designed to correct problems identified. Revisions to the SWPPP will be completed by the Government within 7 calendar days following the inspection. If existing BMPs need to be modified or if additional BMPs are necessary, the Contractor shall complete implementation within 7 calendar days following the inspection.

4.4. **Inspection and Maintenance Procedures**

All erosion and sediment control measures and other protective measures identified herein shall be maintained by the Contractor in effective operating condition. If site inspections identify best management practices that are not operating effectively, maintenance shall be performed by the Contractor within 7 calendar days following the inspection.

4.4.1. **Disturbed Areas and Material Storage Areas**

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system.

4.4.2. **Temporary Seeding**

Seeded areas should be inspected frequently. Areas with failures must be repaired and reseeded within the planting season.

4.4.3. **Mulching**

Inspect mulched areas frequently and reapply mulch when necessary.

4.4.4. **Erosion Control Blanket**

Re-anchor loosened matting and staples as required.

4.4.5. **Permanent Seeding and Planting**

Seeded areas should be inspected frequently. Areas with failures must be repaired and reseeded within the planting season.

4.4.6. **Silt Fence**

Silt fences shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Close attention shall be paid to the repair of damaged silt fencing resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-third the height of the barrier.

4.4.7. **Discharge or Downstream Locations**

Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected to the extent that such inspections are practicable.

4.4.8. **Vehicle Entrance/Exit Locations**

Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking. The entrance shall be maintained in a condition which will prevent tracking or flow of mud onto adjacent roads and streets. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment.

5. **NON-STORM WATER DISCHARGES**

The following non-storm water discharges are anticipated to occur during the construction period:

? fire fighting activities

? fire hydrant flushings

? waters used to wash vehicles where detergents are not used

? water used to control dust

? potable water sources including waterline flushings

? pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled material has been removed) and where detergents are not used

? air conditioning concentrate

? uncontaminated ground water or spring water

STORM WATER GENERAL PERMIT
FOR
CONSTRUCTION ACTIVITIES

NOTICE OF INTENT

SIGNATURE AUTHORIZATION

SITE MAP
PHASE 1A

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: Flood Control
Sioux Falls, SD

SWPPP RECORD OF REVISIONS

Flood Control
Sioux Falls, SD

Date	Sections Modified	Description of Modification

SWPPP SITE INSPECTION REPORT FORM

Project Name: Flood Control – Phase 1A	Location: Sioux Falls, SD
Name and Title of Inspector:	Date:
Firm Name and Address:	Phone Number:
Date of Last Storm Event of 0.5 Inches or Greater:	Date of Last Inspection:

INSPECTION CHECKLIST:

PRACTICE	MAINTENANCE REQUIRED
Disturbed Areas	
Material Storage Areas	
Temporary Seeding	
Mulching	
Erosion Control Blanket	
Permanent Seeding	
Sod Stabilization	
Silt Fence	
Storm Drain Inlet Protection	
Outlet Protection	

Changes required to SWPPP:		
Reasons for changes:		
	Date SWPPP was revised:	
The Facility is in compliance with the SWPPP and NPDES Permit?	Yes:	No:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____

Signature Date

SWPPP SITE INSPECTION REPORT FORM

Project Name: Flood Control – Phase 1B	Location: Sioux Falls, SD
Name and Title of Inspector:	Date:
Firm Name and Address:	Phone Number:
Date of Last Storm Event of 0.5 Inches or Greater:	Date of Last Inspection:

INSPECTION CHECKLIST:

PRACTICE	MAINTENANCE REQUIRED
Disturbed Areas	
Material Storage Areas	
Temporary Seeding	
Mulching	
Erosion Control Blanket	
Permanent Seeding	
Sod Stabilization	
Silt Fence	
Storm Drain Inlet Protection	
Outlet Protection	

Changes required to SWPPP:		
Reasons for changes:		
	Date SWPPP was revised:	
The Facility is in compliance with the SWPPP and NPDES Permit?	Yes:	No:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____

Signature Date

SWPPP SITE INSPECTION REPORT FORM

Project Name: Flood Control – Phase 2	Location: Sioux Falls, SD
Name and Title of Inspector:	Date:
Firm Name and Address:	Phone Number:
Date of Last Storm Event of 0.5 Inches or Greater:	Date of Last Inspection:

INSPECTION CHECKLIST:

PRACTICE	MAINTENANCE REQUIRED
Disturbed Areas	
Material Storage Areas	
Temporary Seeding	
Mulching	
Erosion Control Blanket	
Permanent Seeding	
Sod Stabilization	
Silt Fence	
Storm Drain Inlet Protection	
Outlet Protection	

Changes required to SWPPP:		
Reasons for changes:		
	Date SWPPP was revised:	
The Facility is in compliance with the SWPPP and NPDES Permit?	Yes:	No:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____

Signature Date

SWPPP SITE INSPECTION REPORT FORM

Project Name: Flood Control – Phase 3	Location: Sioux Falls, SD
Name and Title of Inspector:	Date:
Firm Name and Address:	Phone Number:
Date of Last Storm Event of 0.5 Inches or Greater:	Date of Last Inspection:

INSPECTION CHECKLIST:

PRACTICE	MAINTENANCE REQUIRED
Disturbed Areas	
Material Storage Areas	
Temporary Seeding	
Mulching	
Erosion Control Blanket	
Permanent Seeding	
Sod Stabilization	
Silt Fence	
Storm Drain Inlet Protection	
Outlet Protection	

Changes required to SWPPP:		
Reasons for changes:		
	Date SWPPP was revised:	
The Facility is in compliance with the SWPPP and NPDES Permit?	Yes:	No:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____

Signature Date

ATTACHMENT B

CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

All contractors and subcontractors shall sign a copy of the following Certification Statement:

> "I certify under penalty of law that I understand the terms and conditions of the general Surface Water Discharge (SWD) permit that authorizes the storm water discharges from construction activities identified below."

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: Flood Control – Phase 1A
Sioux Falls, SD

ATTACHMENT B

CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

All contractors and subcontractors shall sign a copy of the following Certification Statement:

> "I certify under penalty of law that I understand the terms and conditions of the general Surface Water Discharge (SWD) permit that authorizes the storm water discharges from construction activities identified below."

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: Flood Control – Phase 1B
Sioux Falls, SD

ATTACHMENT B

CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

All contractors and subcontractors shall sign a copy of the following Certification Statement:

> "I certify under penalty of law that I understand the terms and conditions of the general Surface Water Discharge (SWD) permit that authorizes the storm water discharges from construction activities identified below."

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: Flood Control – Phase 2
Sioux Falls, SD

ATTACHMENT B

CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

All contractors and subcontractors shall sign a copy of the following Certification Statement:

> "I certify under penalty of law that I understand the terms and conditions of the general Surface Water Discharge (SWD) permit that authorizes the storm water discharges from construction activities identified below."

_____
Signature

_____
Name and Title (Please Print)

_____
Date

Contracting Firm
Name: _____
Address: _____
_____
Phone No.: _____

Site Location: Flood Control –Phase 3
Sioux Falls, SD

SECTION 01650
STARTING OF SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. This section covers the following for the Interceptor Sewer Relocation portion of this project:
1. Starting systems.
2. Testing, adjusting, and balancing.
3. Demonstration and instructions.

1.2 REFERENCES

Not applicable

1.3 STARTING SYSTEMS: All equipment and systems shall be started and balanced by the Contractor as required to achieve optimum operation. The Contractor shall perform the following as part of system start-up and balancing:

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify COR seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.

D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. When specified in individual specification Sections or by equipment manufacturer’s recommendations, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

G. Execute start-up, under supervision of responsible manufacturer's representative as applicable, in accordance with manufacturers' instructions.

1.4 TESTING, ADJUSTING AND BALANCING

A. Perform subsequent testing, adjusting, and balancing of equipment and systems as required to provide operation according to the manufacturer's recommendations and the Contract Documents.

B. Submit a written report in accordance with Section 01330 that equipment or system has been properly installed and is functioning correctly, if required in individual specifications.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Contractor shall demonstrate operation and maintenance of Products to Owner's personnel prior to date of Substantial Completion.
   1. Contractor shall utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
   2. Contractor shall demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

Not applicable

END OF SECTION 01650

SECTION 01730
OPERATION AND MAINTENANCE DATA AND INSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

For the Interceptor Sewer Relocation portion of this project, the Contractor shall:

1. Complete product data and related information appropriate for Owner's maintenance and operation of products furnished under this contract.
2. Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.2 REFERENCES

Not applicable

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

SD-10 Operation and Maintenance data

Instruction Manual; G-RE

Submit O&M data in the form of an instructional manual for use by the owner's personnel during instruction and subsequent operation.

A. The manual shall be assembled in the following form:
   1. Text/data sheet size: 8-1/2" x 11".
   2. Paper: 20 lb minimum, white, for typed pages.
   3. Test: Manufacturer's printed data, or neatly typewritten.
   4. Drawings:
      a. Provide reinforced punched binder tab, bind in with text.
      b. Fold larger Drawings to size of text pages.
   5. Provide fly-leaf for each separate product, or each piece of operating equipment.
      a. Provide typed description of product, and major component parts of equipment.
      b. Provide indexed tabs.
   6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
      a. Title of Project.
      b. Identity of separate structure as applicable.
      c. Identity of general subject matter covered in manual.

   7. Binders:
      a. Commercial quality 3-ring binders with durable and cleanable plastic covers.

b. Maximum ring size: 3".
c. When multiple binders are used, correlate data into related consistent groupings.

B. Submittal Schedule:
1. Submit two copies of preliminary draft of O&M manual prior to start of work. COR will review draft and return one copy with comments.
2. Submit one copy of completed data in final form 45 days prior to final inspection or acceptance. Copy will be returned after final inspection or acceptance, with comments.
3. Submit three copies of approved data in final form prior to final inspection or acceptance.

1.5 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel who are:
1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this section.
3. Skilled as technical writers to extent required to communicate essential data.
4. Skilled as draftsmen competent to prepare required Drawings.

1.6 START-UP AND TRAINING

Training shall be provided to owner’s personnel after equipment start-up. See Section 01650 for start-up requirements.

1.7 MANUAL FORMAT AND CONTENT

A. Neatly typewritten table of contents for each volume, arranged in systematic order, shall be provided. The following shall also be provided in the front portion of the manual:
1. Contractor, name of responsible principal, address, and telephone number.
2. List of each product shall be included, indexed to content of volume.
3. Listing of each product, along with name, address, and telephone number of:
a. Subcontractor or installer.
b. Maintenance contractor, as appropriate.
c. Identify area of responsibility of each.
d. Local source of supply for parts and replacement and list of recommended spare parts.
4. Identify each product by product name and other identifying symbols as set forth in Contract documents, including nameplate information and shop order numbers for each item of equipment furnished.

B. Product data:
1. Include only those sheets which are pertinent to specific product.
2. Annotate each sheet to:
a. Clearly identify specific product or part installed.
b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:
1. Supplement product data with Drawings as necessary to clearly illustrate:
a. Relations of component parts of equipment and systems.
b. Control and flow diagrams.
2. Coordinate Drawings with information in Project record documents to assure correct illustration of completed installation.
3. Do not use Project record documents as maintenance Drawings.

D. Written text, as required to supplement product data for particular installation.
1. Organize in consistent format under separate headings for different procedures.
2. Provide logical sequence of instructions for each procedure.

E. Copy of each warranty, Bond, and service contract issued. Provide information sheet for Owner's personnel, giving:
1. Proper procedures in event of failure.
2. Instances which might affect validity of warranties or Bonds.

1.8 MANUALS FOR EQUIPMENT AND SYSTEMS

A. For each unit of equipment and system, as appropriate, provide the following:
1. Description of unit and component parts:
a. Function, normal operating characteristics, and limiting conditions.
b. Performance curves, engineering data, and tests.
c. Complete nomenclature and commercial number of replaceable parts.
2. Operating procedures:
a. Startup, break-in, routine, and normal operating instructions.
b. Regulations, control, stopping, shutdown, and emergency instructions.
c. Summer and winter operating instructions.
d. Special operating instructions.
3. Maintenance procedures:
a. Routine operations.
b. Guide to "trouble-shooting."
c. Disassembly, repair, and reassembly.
d. Alignment, adjusting, and checking.
4. Servicing and lubrication schedule; List of lubricants required.
5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustrations, assembly Drawings, and diagrams required for maintenance.
a. Predicted life of parts subject to wear.
b. Items recommended to be stocked as spare parts.
8. As-installed control diagrams by controls manufacturer.
9. Each contractor's coordination Drawings. As-installed color-coded piping diagrams.
10. Chart of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
12. Other data as required under pertinent sections of Specifications.

B. For electrical unit and electronic system, as appropriate, provide the following:.
1. Description of system and component parts:
   a. Function, normal operating characteristics, and limiting conditions.
   b. Performance curves, engineering data, and tests.
   c. Complete nomenclature and commercial number of replacement parts.

2. Circuit directories of panel boards:
   a. Electrical service.
   b. Controls.
   c. Communications.
3. As-installed color-coded wiring diagrams.
4. Operating procedures:
   a. Routine and normal operating instructions.
   b. Sequences required.
   c. Special operating instructions.
5. Maintenance procedures:
   a. Routine operations.
   b. Guide to "trouble-shooting."
   c. Disassembly, repair, and assembly.
   d. Adjustment and checking.
6. Manufacturer's printed operating and maintenance instructions.
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data as required under pertinent sections of Specifications.

C. Prepare and include additional data when need for such data becomes apparent during instruction of Owner's personnel.

D. For additional requirements for operating and maintenance data, see respective sections of Specifications.

E. Provide complete information for products specified in:

1.9 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems. Instruction time shall be not less than 16 hours. On-site instruction shall be provided for each system or piece of equipment as appropriate.

B. Manual for equipment and systems shall constitute basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

Not applicable

END OF SECTION 01730

SECTION 02030
GEOTECHNICAL EXPLORATION PROGRAM

PART 1 GENERAL

1.1 SUMMARY

A. This section covers geotechnical exploration requirements for the Interceptor Sewer Relocation portion of this project.

1.2 REFERENCES

Geotechnical Exploration Program for Proposed Sewer Interceptor, Sioux Falls, South Dakota, dated November 7, 2001. (Attached)

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

Not applicable

1.5 QUALITY ASSURANCE

A. Contractor shall follow soil engineer's recommendations as presented in the attached Geotechnical Exploration Program for Proposed Sewer Interceptor.

B. Contract shall also coordinate with the soil engineer during project construction as required to insure a high quality product. Such coordination shall be at Contractor's expense. Changes recommended by the soil engineer to the specified construction shall not be undertaken except where approved or directed in writing by the COR.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

3.1 GEOTECHNICAL DATA AND EXPLORATION

A. Geotechnical information attached to these specifications only indicate general soil and groundwater conditions of the area at the time of the borings and are not guaranteed to be correct. The information is to be used for bid development. Further investigation and verification shall be made by the Contractor as required or recommended during construction. Such additional investigation shall be at the Contractor's expense. Where conditions significantly different from those indicated are found, the COR shall be immediately notified and the Contract shall be adjusted as determined by the COR.

END OF SECTION 02030

SECTION 02221
TRENCHING, BACKFILLING AND COMPACTING FOR INTERCEPTOR SEWER UTILITES

PART 1 GENERAL

1.1 SUMMARY

A. This section covers trenching, backfilling and compacting for utilities related to the Interceptor Sewer Relocation portion of this project. It includes excavation, classification of materials, backfill and bedding materials, excavation for trenches, structures, and appurtenances, rock and rubble excavating, sheeting, shoring, and bracing, dewatering, backfill for utility structures and trenches, utility crossings, standard trench section requirements, and other related work. (For work related to storm drains, see Section 02630. For work related to spillway structure, see Section 02315.)

B. Measurement and Payment.
1. Payment is by lump sum.

1.2 REFERENCES

A. ASTM D2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

B. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12" (304.8 mm) Drop.

1.3 TYPICAL DETAIL DRAWINGS

A. Trenching, backfilling, and compaction shall be in accordance with specifications and the typical details shown on the drawings.

1.4 SUBMITTALS

A. Submittals shall be made in accordance with the provisions of Section 01330.

1.5 QUALITY ASSURANCE

A. Sampling and testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or, subject to approval, by the Contractor. The Owner will take additional samples at the Government’s expense to verify compliance. If any verification samples fail testing, subsequent re-sampling and testing shall be at the Contractor’s expense. The test results shall be submitted directly to the COR.

B. Submit gradation and materials test results for pipe bedding and stabilizing material. Tests shall be performed for each source of material.

C. Test trench backfill and pavement subgrade soil density and moisture at three tests per 3' of backfill per 400 LF of trench under pavements and crushed rock surfacing. If trench backfill or pavement subgrade fail density tests, rework backfill or subgrade and retest until specified density is obtained, at no additional cost to the Owner.

1.6 SITE CONDITIONS

A. Site conditions shown are approximate. Contractor shall verify survey benchmark and elevations for the work indicated on drawings prior to ordering materials for construction.

1.7 GENERAL REQUIREMENTS

A. Remove and stockpile excess topsoil and excavated material suitable for backfill to location approved by COR.

B. Remove brush, rubbish, spoil, and material not suitable for backfill and dispose to an off-site location obtained by Contractor in accordance with the following:
   1. Remove waste material promptly as it is generated by construction operations; do not permit it to accumulate. See also "Clean Up", this Section.
   2. Grade disposal areas periodically to reasonably neat surface to provide for drainage and access by others.
   3. Haul routes:
      a. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
      b. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions.
      c. Keep reasonably free from dirt, dust, mud, and other debris from construction operations.
      d. Clean a minimum of twice a week.
      e. Repair any damaged haul routes to match existing conditions before use.

1.8 EXISTING UTILITIES

A. Before starting operations in any area in the vicinity of utility facilities, notify each utility of any operation which may affect their facilities. Provide notice to each utility sufficiently in advance of such operations to allow the utility time to mark the location of, relocate, adjust, or otherwise protect their facilities. Reach an agreement with each utility on appropriate action necessary to protect or relocate the utility facilities. The cost of such action to protect the facilities, including locates, shall be borne by the Contractor. Utilize One-Call System (South Dakota: 1-800-781-7474) for locates for those utilities which subscribe to this service. Contact all other utilities that do not subscribe to the One-Call System.

B. Indicated locations of underground utilities are approximate as determined from available City and utility company records. Contractor shall verify locations of utilities prior to ordering materials for construction. Indicated locations are in no way to be construed as complete or exact. Determination of complete and exact locations shall be the sole responsibility of the Contractor. No claims for additional compensation will be allowed to the Contractor for any interference or delay caused by failure to pre-locate utilities.

C. At all times conduct operation so that necessary clearances are maintained and said utility facilities are protected. Comply with all Local, State, and Federal, or other regulations in performing work near utility facilities.

D. Should the Contractor damage any of the utility facilities during Contractor's operations or determine the work cannot be performed safely,

immediately notify the COR and utility involved and cease work until arrangements are made to prevent further damage or creation of a safety hazard.

E. Failure of the Contractor to provide timely notice to the utility or to conduct his operations in such manner that proper clearances are maintained and the utility facilities are protected at all times will be grounds for the issuance of a Stop Work Order.

F. Notify Engineer of unexpected subsurface conditions and discontinue Work in area until COR provides notification to resume work.

1.9 CLASSIFICATION OF EXCAVATION

A. Earth: All materials not classified as rock or rubble, includes: clay, silt, sand, gravel, hardpan, disintegrated shale and rock debris, junk, brick, loose stones, and boulders less than 1/3 cubic yards in volume.

B. Rock: Buried boulders equal to or larger than 1/2 cubic yards in volume or materials so hard and dense that continuous loosening by pneumatic tools or blasting is required for removal.

C. Rubble: Buried concrete foundations, beams, walls, and other materials which require continuous use of pneumatic tools or blasting.

D. Topsoil: Upper portion of soil profile containing a good supply of humus and a high degree of fertility. Topsoil is free of rocks, clods and other debris larger than 2" diameter.

1.10 PROJECT RECORD DOCUMENTS

A. Accurately record on as-builts the actual locations of utilities remaining, by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 PRODUCTS

2.1 BACKFILL AND BEDDING MATERIALS

A. Select backfill: Approved select material obtained from site or from off-site borrow areas. Material shall be free of foreign substance, debris, large stones, and rocks (1 1/2″ diameter and larger or as recommended by the pipe manufacturer, whichever is smaller), roots, organic or frozen material, expansive material and other deleterious materials. If material is imported from off-site, this material shall be granular with not more than 10 percent passing #200 sieve. Select backfill shall be used for initial and/or final backfilling for pipes and structures, unless otherwise indicated or specified, and where designated in the field by the COR.

B. Topsoil: Fill upper portion of trench in grass areas with 6" minimum of topsoil.

C. Pipe bedding: ¼″ to ¾″ clean angular, well graded, crushed rock meeting the following gradation:

Sieve	Percent
¾"	95 Passing
No. 4	95 Retained

D. Initial Backfill: Native or imported select backfill material.

E. Trench Stabilizing Material:
   1. ¾″ to 4″ clean crushed angular, well graded rock.
   2. Subject to approval or where indicated, larger material may be used if required to stabilize the bottom of the trench.

PART 3 EXECUTION

3.1 GENERAL

Trenching and backfilling shall include all excavation, backfilling, compacting, removal and replacement of top soil disposal of surplus material, furnishing additional backfill material, and all other work incidental to the construction of trenches, including any additional excavation. Work shall be carried out in accordance with the following:

A. Trench Bottom Preparation:
   1. Provide firm, stable and uniform support for full length of pipe.
   2. With acceptable soils, lay pipe in bedding material.
   3. If trench bottom is rocky or hard, over-excavate trench and place 6″ of select or granular backfill below pipe.
   4. When unstable material is encountered which may not provide a suitable foundation for pipe, remove unsuitable material and replace with stabilizing material.

B. Trees, Hedges and Shrubbery:
   1. Minimize damage caused by construction operations. Exercise care in operating equipment beneath or adjacent to trees to prevent damage.
   2. Trim and repair trees, hedges, and shrubbery damaged by construction operations; remove broken branches.
   3. Cut no tree roots larger than 3" (75 mm) diameter.
   4. Notify Engineer prior to removing trees larger than 2" (50 mm) diameter; and hedges and shrubbery.
   5. Dispose of all items to an off-site location obtained by Contractor.

C. Use caution when placing and compacting backfill to avoid placing construction loads on pipe which may damage or displace newly laid pipe.

D. Remove, replace and repair fences, signs and other obstructions as necessary for construction; return all items to equal or better than original conditions. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

E. Immediately notify COR if utility mains not shown on drawings or in conflict with new facilities are encountered.

F. Remove all material encountered to depth indicated on drawings.

G. Schedule work to avoid property owner inconvenience insofar as practicable during construction.

H. Pile excavated material suitable for backfill in an orderly manner a sufficient distance from edge of excavation to avoid rollbacks, slides, or cave-ins. Stockpile topsoil separately.

I. Remove spoil not suitable for backfill and dispose of off-site at Contractor’s expense.

J. Where approved by the COR, suitable backfill material from spillway work may be used for construction at the Interceptor Sewer Relocation site. The COR shall determine suitability of soil. Such work and any associated testing shall be at the Contractor’s expense.

K. Excavate in open cut the existing roads, utilities, and structures except as noted on Drawings.

L. Where new construction crosses or closely parallels existing utilities or utility services, excavate in advance of pipe laying to determine location and crossing arrangement, including exact construction line and grade.

M. Contractor shall be responsible for providing adequate barricades and protection around excavation and work areas.

N. Contractor shall be responsible for providing and removing adequate temporary fencing for any fences that are disturbed by construction operations.

O. Maximum length of trench opening at any time shall not exceed 300'.

3.2 TRENCH EXCAVATION

A. Strip and stockpile topsoil separately for use in surface restoration.

B. Keep sides of trench as nearly vertical as practicable within the limits of excavation codes and safety requirements; maintain vertical walls of excavation below top of pipe. Provide trench wall support as needed.

C. Excavate to full depth by machine; level trench bottom to provide uniform bedding thickness for full length of pipe.

D. Provide bell holes at each pipe joint; allow access completely around circumference of pipe for proper jointing operations.

E. Trench bottom construction shall conform to these specification or the best practices as recommended by pipe manufacturer, whichever is most stringent.

F. Where trench bottoms are carried below required grade, backfill to proper elevation with crushed stone as specified for sewer pipe bedding at no additional cost to Owner.

G. When unstable material is encountered which may not provide a suitable foundation for pipe:
   1. Notify COR immediately.
   2. Engineer will investigate questionable material to determine its suitability for pipe foundation.
   3. If material is considered unsuitable for pipe foundations, Engineer will specify and authorize remedial measures in writing.

4. If removal of unsuitable material is authorized or directed:
   a. Replace with trench stabilizing material.
   b. Provide minimum of 4" (100 mm) of bedding material on top of stabilizing material to prevent point load. Bedding material graded sufficiently coarse to prevent movement and loss of bedding into trench stabilizing material.

H. When the material being excavated is such that it is physically impossible to stabilize the trench bottom or secure a uniform bearing using dewatering and a granular foundation and in the judgment of the COR concrete encasement, concrete cradling or pilings are necessary to support the pipe, provide such support as directed by the COR.

I. Concrete encasement, concrete cradling and pilings, if not shown on the drawings or indicated in these specifications will paid for as extra work when performed as directed by the COR.

J. Excavate by hand:
   1. Under and around utilities.
   2. Where overhead clearance prevents use of machine.
   3. Under trees and shrubs.

3.3 ROCK EXCAVATION

Not applicable

3.4 RUBBLE EXCAVATION

A. Removal and disposal of excavated rubble not suitable for backfill shall be the Contractor’s responsibility.

3.5 SHEETING, SHORING, AND BRACING

A. Provide sheeting, shoring, and bracing required to hold walls of excavation for safety of workers, to protect existing utilities and structures, and to permit dry conditions for construction.

B. Sheeting: Wood or steel.

C. Wood sheeting driven below level of pipe: leave in place to a level 5' (2 m) below finish grade.

D. Pull steel sheeting.

E. When movable trench shield is used below spring line of pipe, lift shield prior to any forward movement to avoid pipe displacement. Fill void left by removal of shield, between consolidated fill and stable trench wall, with consolidated fill of the same type as specified adjacent to the pipe.

F. Sheeting, shoring, and bracing is considered incidental to the project and shall be at Contractor’s expense.

G. Sheeting and shoring shall be in accordance with OSHA and all other governmental regulations. Contractor solely responsible for complying with the regulations.

3.6 DRAINAGE AND DEWATERING

A. The drainage and dewatering requirements of Section 02315 shall apply to work in this portion of the project.

3.7 EXCAVATION FOR INTERCEPTOR SEWER STRUCTURES AND APPURTENANCES

A. Excavate as required to accomplish construction of structures and appurtenances.

B. Carry excavation to firm, undisturbed soil.

C. Unauthorized excavation carried below required depth shall be backfilled with concrete at no additional cost to Owner.

3.8 BEDDING AND BACKFILL FOR TRENCHES

A. Place bedding from bottom of pipe trench to pipe spring line as indicated on drawings. Bedding includes material below bottom of pipe as specified.

B. Material from bottom of pipe to springline shall be shovel sliced and hand tamped.

C. Bedding material shall be as specified and shall be compacted in 6" (150 mm) lifts from trench bottom to pipe spring line to a minimum of 90% Standard Proctor Density (ASTM D698). Thickness of bedding material below the bottom of pipe barrel shall be as shown on drawings

D. Backfill trench after locations of connections and appurtenances have been recorded. Conform to Drawings.

E. Construct manholes and appurtenances and perform backfilling as work progresses.

F. Backfill with material removed from excavation except where imported backfill is indicated or specified. Use no debris, frozen earth, large clods, stones (1-1/2" and larger), or other unsuitable material. If native material is too wet or dry to achieve specified compaction, Contractor shall dry or wet material or replace with approved imported material at no additional cost to Owner.

G. Backfill simultaneously on both sides of pipe to prevent displacement.

H. Place backfill into the trench at an angle to minimize impact on installed pipe.

I. Percent maximum density shall mean a soil density no less than the stated percent of optimum density for soil as determined by ASTM D698, Standard Proctor Density or ASTM D1557, Modified Proctor Density.

J. Rocks 1-1/2" (37 mm) diameter and larger, wood, frozen earth, clods of earth and/or hard, bulky materials shall be considered as spoil materials and shall not be used as selected material for bedding, initial or trench backfill. Dispose of spoil material by hauling materials to a suitable disposal site obtained by the Contractor.

K. Place initial backfill material only after installation of pipe and bedding material has been completed. Place all initial backfill in such a manner so not to damage pipe. Compact to minimize settlement of trench backfill and provide optimum support of pipe.

L. Carefully place and compact initial backfill with pneumatic or mechanical tampers from the spring line to a point 1' above top of pipe barrel.

M. Place trench backfill only after initial backfill has been placed,

compacted, tested and approved. Trench backfill, material and compaction shall meet requirements specified for trench backfilling beneath particular types of surfacing. Trench backfill begins 1' above pipe barrel and terminates at final grade or subgrade.

N. Trench Backfill.
   1. Compact trench backfill material to a minimum of 90% Standard Proctor Density (ASTM D698).

3.9 BACKFILL FOR INTERCEPTOR SEWER STRUCTURES AND APPURTENANCES

A. Backfill after concrete has reached a compressive strength of at least 3,000 psi.

B. Backfill with material removed from excavation except where granular backfill is specified or indicated. Use no debris, frozen earth, large clods, stones, or other unsuitable material.

C. Backfill simultaneously on all sides of structures; protect structures from damage at all times.

D. Compact backfill to density not less than indicated or specified.

E. Terminate backfill at finish grade as shown on drawings. Dispose of excess excavated material as directed by COR at no extra cost to the Owner.

F. Prepare backfill for surface restoration as specified for adjacent trench.

G. Construct structures and appurtenances and backfill as work progresses.

3.10 UTILITY CROSSINGS

A. Provide compacted sand or granular material under all existing utilities or service lines that are located above the new pipeline. Compact material to a minimum of 95% Standard Proctor Density.

B. Notify utility companies before excavating; utilize South Dakota One-Call system; conform to current utility notification requirements.

3.11 CLEAN UP

A. Clean up each portion of construction as it is completed.

B. Clean up and remove rubbish, debris, and surplus material.

C. Leave site in neat condition.

D. Reopen to traffic as soon as practicable.

3.12 FIELD QUALITY CONTROL

A. Field inspection and testing shall be performed as specified or directed. Compaction of initial backfill and final backfill shall be field tested at least once every 400’ of trench length. Also see Section 01451.

B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no additional cost to Owner.

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SECTION 02245

STONE (RIPRAP) PROTECTION
04/00

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 88	(1990) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 127	(1993) Specific Gravity and Absorption of Coarse Aggregates
ASTM C 128	(1993) Specific Gravity and Absorption of Fine Aggregates
ASTM D 75	(1992) Standard Practice for Sampling Aggregates

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 103	(1991) Soundness of Aggregates by Freezing and Thawing

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having no designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Initial Sampling and Testing

SD-11 Closeout Submittals

Waybills and Delivery Tickets

1.3 UNIT PRICE

1.3.1 Measurement for Payment

The quantity of riprap, spalls, and bedding material completed and accepted as determined by the Contracting Officer's Representative will be measured in 2000 pound tons of riprap, spalls, and bedding material used in the

accepted work.

1.3.2 Basis for Payment

Payment for riprap and bedding material, constructed and accepted, will be made at the respective contract unit price in the unit price schedule. No payment will be made for any material wasted, used for the convenience of the Contractor, unused or rejected, or for water used.

1.4 GENERAL

The work specified herein consists of replacement of stone protection as shown on the drawings and as directed by the Contracting Officer's Representative. Where the quantity of removed and stockpiled rock is insufficient to restore armored areas to pre-construction conditions, additional rock (riprap, spalls and bedding) shall be placed as indicated herein. Stone protection material shall consist of all stone to be furnished for riprap, spalls, and bedding material. The Contractor shall control operations during production of stone protection material so as to insure that the material delivered and placed will meet all specification requirements. The Contractor shall perform all sampling and testing required for quality control in accordance with Section 01451 CONTRACTOR QUALITY CONTROL and as specified herein. The quarry operators shall be responsible for operating all quarries and for conditioning the area after operations are complete, in accordance with all applicable Federal, State, and local laws and regulations.

1.5 WAYBILLS AND DELIVERY TICKETS

Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone protection materials actually used in the construction.

1.6 SAMPLING AND TESTING

1.6.1 General Requirements

The Contractor shall be responsible for all sampling and testing specified herein. The Government may perform verification tests as determined necessary for final approval of the stone protection material. All samples including samples taken during production shall be representative of the stone protection material furnished or proposed to be furnished. Samples shall be taken in accordance with ASTM D 75 or other approved method. All sampling operations shall take place in the presence of a representative of the Contracting Officer's Representative. No rock shall be furnished from any ledge which has not been sampled, tested, and approved for use on this project.

1.6.2 Test Results

Results shall verify that materials comply with this specification. When a material source is changed, the new material will be tested for compliance. When deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced or modified as directed by the Contracting Officer's Representative.

1.6.3 Initial Sampling and Testing

Tests for bulk specific gravity, soundness in magnesium sulfate, and soundness in freezing and thawing shall be performed on samples of material obtained from each ledge proposed for use as stone protection prior to start of construction. Test results shall describe type of failure of the discrete particles. Certified test results performed not longer than 12 months prior to delivery to the project together with the name of the owner of the quarry and the legal description shall be submitted to the Contracting Officer's Representative.

1.6.3.1 Bulk Specific Gravity

Bulk specific gravity shall be computed in accordance with ASTM C 127/ASTM C 128 except that the total sample shall weigh 5000 grams +2 percent and individual particles shall weigh approximately 300 grams each. Stone protection material shall be tested in a saturated surface-dry (SSD) condition. The computed bulk specific gravity so determined shall not be less than 2.55.

1.6.3.2 Soundness in Magnesium Sulfate

Soundness in magnesium sulfate shall be determined according to ASTM C 88 with test modifications as listed below. The combined loss at 5 cycles shall be not more than 8 percent. The test report shall show the percentages of loss calculated as described herein and the number of pieces affected, classified as to number disintegrating, splitting, crumbling, cracking, flaking, etc.

a. Sample Preparation

The sample shall be prepared by breaking it into fragments reasonably uniform in size and shape and weighing approximately 100 grams each. The test sample shall weigh 5000 grams +/- 2 percent. The sample shall be thoroughly washed and dried previous to test as described for coarse aggregate.

b. Sample Immersion and Temperature

The sample immersed in the solution shall be maintained at a temperature of 80 degrees F +/- 2 degrees F for the immersion period.

c. Quantitative Examination

At the end of the fifth cycle, the percentage loss shall be determined by the three following methods. The test report shall show the loss computed by each method; however, only the combined loss shall be used for acceptance or rejection of the material.

d. Loss By Breaking

An individual piece which has broken or split into three or more fragments shall be considered to have failed the test, provided each of the three such fragments is at least 10 percent of the original piece by weight. The total original weight of all pieces failing the test, expressed as percentage of the total original weight of the sample, shall be considered as percentage loss by breaking.

e. Loss By Crumbling and Flaking

After the loss by breaking has been determined, the pieces that have not failed in that determination shall be screened on the 1/2-inch sieve and the material retained on the sieve shall be weighed for purposes required to determine combined losses. The pieces which have failed by breaking shall then be added to the material remaining on the 1/2-inch sieve and screened. The difference between the total original weight of the sample and the total weight of the material retained on the 12.5 mm sieve expressed as percentage of the total original weight, shall be considered as percentage loss by crumbling and flaking.

f. Combined Loss

The difference between the total original weight of the sample and the weight of the material retained on the 1/2-inch sieve, after screening the pieces which did not fail by breaking, expressed as percentage of the total original weight, shall be considered as percentage combined loss.

1.6.3.3 Soundness in Freezing and Thawing

The test for freezing and thawing shall consist of AASHTO T 103, Ledge Rock Method, Procedure C, modified as indicated below. The loss at 12 cycles shall not exceed 5.0 percent. The test report shall shall describe the type of failure of the discrete particles.

a. Temperature

The temperature of the surrounding medium during freezing shall be maintained in the range of -20 to -10 degrees F.

b. Freeze/Thaw Cycle

The length of a freezing and thawing cycle shall be sufficient to totally freeze and totally thaw each piece of the same during each cycle. The laboratory shall specifically determine for each sample that the cycle used is sufficient to accomplish total freezing and total thawing and shall report this in the test report. However, in no case shall the cycle consist of less than 2-1/2 hours of freezing followed by 1 hour of thawing. The sample shall be held in the frozen condition whenever necessary to break the cycle (overnight, weekends, etc.).

1.6.3.4 Immersion

Procedure C, Partial Immersion shall be used, except that soaking prior to testing shall be in accordance with Procedure A.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General Requirements

All stone for stone protection shall be durable quarried rock as approved by the Contracting Officer's Representative. Individual pieces of stone protection in-place shall be free from cracks, seams, and other defects that will cause rapid or excessive deterioration or degradation during service. The bulk stone protection material delivered to the project shall be of such quality that tests performed on representative samples have results within the limits specified. The stone protection shall contain

not more than 5 percent of undesirable material by weight. Undesirable material is defined as individual pieces of stone which do not meet the quality requirements when tested as specified herein and which can be visually differentiated from the satisfactory pieces, plus dirt, sand, clay, and rock fines. Stone protection material shall not contain disintegrated granite or shale. The Contractor shall select the source or sources he proposes to use and perform the initial sampling and testing of the materials well in advance of the time when the material will be required in the work.

2.1.2 Riprap

The riprap shall consist of stone meeting the requirements specified herein and shall be in pieces approximately rectangular in cross section, free from thin slabby pieces having a maximum dimension more than four times the least dimension. Stone for riprap shall be reasonably well graded from coarse to fine. Dirt and fines of less than 1/2-inch maximum cross section, accumulated from interledge layers or from blasting or handling operations shall not exceed 5 percent by weight.

2.1.2.1 Stone Weight Limitations

The riprap shall be reasonably well-graded. Gradation limits are shown below.

Percent Lighter by Weight	Limit of Stone Weight in Lbs.
100	117 - 292
50	58 - 123
15	18 - 62

2.1.2.1.# Spalls

Spall material shall be at least equal in quality to that of the stone used for riprap and shall be well graded between the sizes specified. Spall material shall be quarried stone, crushed cobbles, and crushed gravel consisting of particles having at least one fractured face. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer's Representative.

2.1.2.1.# Gradation

Requirements for gradation specified shall apply to the completed spall material. The spall material shall be continuously graded within the following limits:

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
6 inch	100
4 inch	85-100
2.5 inch	55-100
1 inch	10-50
1/2 inch	0-10
3/8 inch	0-5

2.1.3 Bedding Material

Bedding material shall be at least equal in quality to that of the stone used for riprap and shall be well graded between the sizes specified. Bedding material shall be quarried stone, crushed cobbles, and crushed gravel consisting of particles having at least one fractured face. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer's Representative.

2.1.3.1 Gradation

Requirements for gradation specified shall apply to the completed bedding material. The bedding material shall be continuously graded within the following limits:

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
1.5 inch	100
3/4 inch	85-100
3/8 inch	65-100
No. 4	50-85
No. 16	25-55
No. 40	5-35
No. 100	0-15
No. 200	0-5

PART 3 EXECUTION

3.1 GENERAL

Quarry operations shall be controlled to produce a reasonably well-graded stone of required size, and the Contracting Officer may require changes as necessary to produce the required product. The Contractor's operations shall be conducted in a manner that will produce stone meeting the requirements specified and shall include selective quarrying, handling, and loading as required. Bedding and spalls composed of the specified materials shall be placed in 9" layers on the prepared subgrade where the stockpiled material was removed to form a backing for the riprap protection.

3.2 PLACEMENT

3.2.1 Bedding

Bedding material shall be spread uniformly on the prepared subgrade in a satisfactory manner to the slope lines, thickness, and grades indicated on the drawings or as directed. Placing of material by methods which will tend to segregate particle sizes within the bedding will not be permitted. Any damage to the surface of the bedding foundation during placing of the bedding shall be repaired before proceeding with the work. Compaction of the bedding material will not be required but it shall be finished to present a reasonably even surface free from depressions, mounds, or wind rows.

3.2.1 Spalls

Spalls shall be spread uniformly on the prepared subgrade in a satisfactory manner to the slope lines, thickness, and grades indicated on the drawings or as directed. Placing of material by methods which will tend to segregate particle sizes within the spalls and bedding will not be permitted. Any damage to the surface of the bedding foundation during placing of the spalls shall be repaired before proceeding with the work. Compaction of the spall material will not be required but it shall be finished to present a reasonably even surface free from depressions, mounds, or wind rows.

3.2.2 Riprap

Riprap shall be placed on the bedding and spall material in the same manner as it was removed or as directed by the Contracting Officer's Representative. Riprap stone shall be placed in such manner as to produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids. Riprap shall be placed to its full course thickness in one operation and in such manner as to avoid damage to the bedding material and to minimize segregation of the riprap. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing riprap in layers will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during final placing and placement. Zero drop height placement procedures are to be utilized for stone to avoid displacing or damaging the underlying spalls and bedding. Dumping of stone at the top of slopes and rolling or pushing into place will not be permitted. Manipulating or moving stone at any time prior to placement by means of dozers or other blade equipment will not be permitted. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well graded distribution of stone sizes as specified above. Underwater placment of rock may be required. The rock shall be placed underwater to these placement specifications as much as practicable. The method of underwater placement shall be approved by the Contracting Officer.

3.2.3 NOT USED

3.2.4 PROTECTION

The Contractor shall maintain the riprap stone until accepted and any material displaced by any cause shall be replaced at the Contractor's expense to the lines and grades shown on the drawings.

-- End of Section --

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SECTION 02315

EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES
08/98

PART 1 GENERAL

This Section covers the excavation, backfilling and compaction of soil and drainage materials around the spillway structure walls, dewatering, and diversion of surface water.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 698	(1991) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1995a) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

CODE OF FEDERAL REGULATIONS (CFR)

CFR 29 Part 1926	Safety and Health Regulations for Construction

1.2 DEGREE OF COMPACTION

Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698, abbreviated as percent laboratory maximum density.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having no designation are for information only. The following

shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dewatering Plan

A Dewatering Plan shall be submitted a minimum of 30 days prior to the comencement of dewatering activities. This plan shall describe the dewatering method, procedures, equipment, locations, etc., and all associated design calculations. This plan shall also include details for the cofferdam at the downstream end of the spillway structure, including location, construction materials, construction procedures, elevations, calculations, etc.

SD-06 Reports

Testing; G-RE.

Copies of all laboratory and field test reports within 24 hours of the completion of the test.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SC, SW-SC, SP-SM, SP-SC, CL, ML, CL-ML.

2.1.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include expansive soils, organic materials (OH), trash, or refuse. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, contaminated material, or stones larger than 3 inches. The Contracting Officer shall be notified of any contaminated materials.

2.1.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM, GP-GM, GW-GM, SW-SM, SP-SM, and SM shall be identified as cohesionless only when the fines are nonplastic.

2.1.4 Expansive Soils

Expansive soils are defined as soils that have a plasticity index equal to or greater than 30, and a liquid limit greater than 50, when tested in accordance with ASTM D 4318.

2.1.5 Not Used

2.2 GRANULAR BACKFILL The granular backfill to be placed behind the spillway walls and under the drain lines shall consist of clean, washed,

free-draining material meeting ASTM C 33 and shall have the following gradation:

GRANULAR BACKFILL GRADATION

Sieve Size	% Passing
2 in.	100%
3/4 in.	80 - 100%
No. 4	55 - 80%
No. 10	35 - 60%
No. 40	5 - 30%

PART 3 EXECUTION

3.1 CLEARING AND GRUBBING

All areas where excavation is to take place shall be cleared and grubbed of trees, stumps, roots, brush and other vegetation, debris, existing foundations, pavements, utility lines, structures, fences, and other items that would interfere with construction operations. Stumps, logs, roots, and other organic matter shall be completely removed and the resulting depressions shall be filled with satisfactory material, placed and compacted in accordance with paragraph FILLING AND BACKFILLING. Materials removed shall be disposed of outside the limits of Government-controlled property at the Contractor's responsibility.

3.2 TOPSOIL

Topsoil shall be stripped to a depth of 6 inches below existing grade within the designated excavations and grading lines and deposited in storage piles for later use.

3.3 EXCAVATION

Excavation shall conform to the required dimensions and elevations indicated for the walls, footings, and manholes as indicated on the drawings. Excavation shall extend a sufficient distance from walls and footings to allow for placing and removal of forms. The sideslopes of the excavation shall be sloped back on a minimum 1V:1-1/2H slope or flatter as required by 29 CFR 1926.50. All excavated soil shall be stockpiled for later use as backfill. Material with any objectionable material, as described in paragraph 2.1.2 Unsatisfactory Materials, shall be removed and disposed of outside the limits of Government-controlled property at the Contractor's responsibility. Material shall be stockpiled within the staging areas identified on the drawings or as approved by the COR. Excavation to the top of the wall foundation may be opened up for the entire length of the spillway at one time; however, excavations below the top of the existing foundation may not be opened for more than 50 continuous feet at a time. If more than one excavation below the top of the existing spillway wall foundation is open at a time, there must be a minimum of 50 feet between these excavations. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. During excavations adjacent to, and below the depth of the existing foundation, the Contractor shall utilize methods which will prevent material from caving away from or undermining the underside of the existing foundation. Unsatisfactory material encountered below the grades required shall be replaced with satisfactory material; and payment will be made in conformance with the CHANGES clause of the CONTRACT CLAUSES. Satisfactory

material shall be placed and compacted as specified in paragraph FILLING AND BACKFILLING. Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done under the direction of the Contracting Officer.

3.4 DRAINAGE AND DEWATERING

3.4.1 Drainage

Surface water shall be directed away from excavations and construction sites to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site, the area immediately surrounding the site, and the area affecting operations at the site shall be continually and effectively drained. Water which would normally flow through the spillway structure shall be either diverted outside of the excavation area or piped through the spillway to the downstream channel. The intent of this requirement is to prevent any lateral hydrostatic forces on the spillway walls during the time period that backfill material has been removed from behind the walls. In addition, any water standing in the stilling basin shall be pumped into the downsteam river channel prior to the start of excavation from behind the walls, and continue to be pumped dry as long as soil is excavated from immediately behind the stilling basin walls. See Section 01200 CONSTRUCTION GENERAL for other care and diversion of water requirements.

3.4.2 Dewatering

Dewatering in the area of the excavation shall be required throughout the construction period until the work in the area being dewatered is approved. The area to be dewatered shall be of sufficient extent to permit adequate backfill compaction, to avoid slope failure, and to permit access of construction equipment and materials to all construction locations. The river stage at its low flow elevation is approximately 1302 feet m.s.l. The bottom of the foundation at the end of the stilling basin is 1283 feet m.s.l. Dewatering shall be sufficient to reduce the groundwater elevation to three feet below the bottom of the wall foundation and maintained at that elevation within the area of construction. Available geological information related to this site is shown on the drawings. The contractor shall be responsible for developing and submitting a dewatering plan for approval. This plan shall describe the dewatering method, procedures, equipment, locations of well points, sumps, etc., and all associated design calculations. This plan shall also include details for the cofferdam at the downstream end of the spillway structure, including location, construction materials, construction procedures, elevations, calculations, etc. The cofferdam is required to prevent river water from backing up into the stilling basin area.

3.5 SHORING

Shoring, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Shoring, bracing, and sheeting shall be removed as excavations are backfilled, in a manner to prevent caving and damage to the construction site. All shoring shall shall be performed in accordance with 29 CFR 1926.50.

3.6 CLASSIFICATION OF EXCAVATION

Excavation will be unclassified regardless of the nature of material encountered.

3.7 BLASTING

Blasting will not be permitted.

3.8 UTILITY AND DRAIN TRENCHES

Trenches for underground drain lines shall be excavated to the required alignments and depths. The bottoms of trenches shall be graded to secure the required slope and shall be tamped if necessary to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length. Rock, where encountered, shall be excavated to a depth of at least 6 inches below the bottom of the pipe, and the overdepth shall be backfilled with satisfactory material placed and compacted in conformance with paragraph FILLING AND BACKFILLING.

3.9 BORROW

Where satisfactory materials are not available in sufficient quantity from the onsite excavated soil , the Contractor shall be responsible for obtaining additional satifactory material from off-site sources.

Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used.

Off-site borrow material shall be obtained from approved sources and meet the requirements of Satisfactory Materials in paragraph 2.1. At off-site borrow sites, the Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation.

3.10 NOT USED

3.11 NOT USED

3.12 SUBGRADE PREPARATION

Unsatisfactory material in surfaces to receive fill or in excavated areas shall be removed and replaced with satisfactory materials as directed by the Contracting Officer. The surface shall be scarified to a depth of 6 inches before the fill is started. Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 3 feet and compacted to the specified density.

Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction within 10 feet of any permanent structures shall be accomplished with light weight compaction equipment only, as approved by the COR. Compaction in all other areas shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Minimum subgrade density shall be as specified in paragraph FILLING AND BACKFILLING.

3.13 FILLING AND BACKFILLING

Satisfactory materials shall be used for constructing fills and backfills to the lines and grades indicated on the contract drawings and for replacing unsatisfactory materials. Satisfactory materials shall be placed in horizontal layers not exceeding 8 inches in loose thickness, or 6 inches where light weight compaction equipment is used. After placing, each layer of material shall be plowed, disked, or otherwise broken up, moistened or aerated as necessary, thoroughly mixed and compacted as specified. Backfilling shall not begin until construction below finish grade has been approved by the COR, forms removed, and the excavation cleaned of trash and debris. Backfill shall be brought to indicated grade. See also LEVEE AND IMPERVIOUS BLANKET CONSTRUCTION Specification 02331. Backfill shall not be placed in wet or frozen areas. Heavy equipment for spreading and compacting backfill shall not be operated within 10 feet of the spillway walls or foundation. Backfill material placed within 10 feet of the spillway walls shall be compacted utilizing light weight equipment, as approved by the COR. Backfill shall be placed carefully aroundthe spillway walls, foundations, manholes, and drain linesto avoid damage. Backfill shall not be placed against foundation walls prior to 10 days after completion of the new construction. The foundation material under the new counterforts and manholes shall be compacted to 95% maximum density as determined by ASTM D-698. The lateral extent of this compactive effort shall extend from underneath of the entire new foundation, manhole, or drain line to a minimum of 5 feet beyond each structure. Random fill material behind the walls shall shall be compacted to a minimum of 85% maximum density as determined by ASTM D-698. The soil shall be placed at a moisture content of -1% to +3% of optimum. Compaction of the granular backfill material shall be to a minimum of 85% relative density. Approved compacted subgrades that are disturbed by the Contractor's operations or adverse weather shall be scarified and compacted as specified herein before to the required density prior to further construction.

3.14 DENSITY TESTING

Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or may be performed by the Contractor subject to approval. Field in-place density shall be determined in accordance with ASTM D 698, ASTM D 2167, or ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in ASTM D 2922, paragraph ADJUSTING CALIBRATION CURVE. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. The following number of tests, if performed at the appropriate time, shall be the minimum acceptable for each type operation.

3.14.1 In-Place Densities

In-place density and moisture content test results shall be included with the Contractor's daily construction quality control reports.

3.14.1.1 In-Place Density and Moisture Content of Subgrades

One density and moisture test shall be performed every 50 feet along the wall.

3.14.1.2 NOT USED
3.14.2 NOT USED

3.14.3 Optimum Moisture and Laboratory Maximum Density

Tests shall be made for each type material or source of material, including borrow material and material stockpiled from excavations for reuse to determine the optimum moisture and laboratory maximum density values per ASTM D 698. One representative test per 1,000 cubic yards of fill and backfill will be conducted, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

3.15 NOT USED

3.16 NOT USED

3.17 SPREADING TOPSOIL

Areas within the construction area from which topsoil has been removed shall receive 6 inches oftopsoil. The surface shall be free of materials that would hinder planting or maintenance operations. The subgrade shall be pulverized to a depth of 2 inches by disking or plowing for the bonding of topsoil with the subsoil. Topsoil shall then be uniformly spread, graded, and compacted to the thickness, elevations, slopes shown, and left free of surface irregularities. Topsoil shall be compacted by one pass of a cultipacker, roller, or other approved equipment weighing 100 to 160 pounds per linear foot of roller. Topsoil shall not be placed when the subgrade is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to seeding, planting, or proper grading. Seeding and Erosion Control proceedures shall be accomplished be in accordance with Section 02935: TURF.

3.18 PROTECTION

Settlement or washing that occurs in graded, topsoiled, or backfilled areas prior to acceptance of the work, shall be repaired and grades reestablished to the required elevations and slopes.

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02331A

LEVEE AND IMPERVIOUS BLANKET CONSTRUCTION

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LEVEE AND IMPERVIOUS BLANKET CONSTRUCTION
08/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 698	(1991; R 1998) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2216	(1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 2937	(1994) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4253	(1993; R 1996) Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D 4254	(1991; R 1996) Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
ASTM D 4318	(1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 4643	(1993) Determination of Water (Moisture) Content of Soil by the Microwave Oven Method

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

1.2.1 Clearing

Clearing shall consist of the removal and satisfactory disposal of all above ground and below ground trees, downed timber, snags, slash, brush, garbage, trash, debris, fencing, and other items .

1.2.2 Grubbing

Grubbing shall consist of the removal and satisfactory disposal of stumps, roots larger than 3inches in diameter, and matted roots.

1.2.3 Stripping

Stripping shall consist of the removal and satisfactory disposal of crops, weeds, grass, and other vegetative materials to the ground surface and removal and stockpiling of topsoil for reuse on the finished levee.

1.2.4 Satisfactory Materials

Satisfactory materials shall consist of materials classified in accordance with ASTM D 2487 as CL, CL-ML, ML, SC, SP, SW, free from: roots and other organic matter; contamination from hazardous, toxic or radiological substances; trash, debris; and frozen materials. Not all satisfactory materials can be used in the levee and blanket. Only the satisfactory materials stated above, meeting the additional or modified requirements of paragraph TYPES OF FILL MATERIALS, can be used for levee and blanket construction.

1.2.5 Unsatisfactory Materials

Unsatisfactory materials shall not be used in the levee. Unsatisfactory materials includes all other materials that are not defined above as satisfactory materials.

1.2.6 Embankment

The terms "levee" or "embankment" as used in these specifications are defined as the earth fill portions of the levee structure or other fills related to the levee structure, and includes all types of earth fill for the levee.

1.2.7 Backfill

Backfill as used in this section is defined as that fill material which cannot be placed around or adjacent to a structure until the structure is completed or until a specified time interval has elapsed after completion.

1.2.8 Excavation

Excavation shall consist of removal of material to the lines and grades shown on the drawings, or as otherwise directed or approved by the Contracting Officer.

1.2.9 Classification of Soils

Materials used to construct the embankments and for backfills shall be classified in accordance with ASTM D 2487 (Unified Soil Classification System).

1.2.9.1 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic.

1.2.10 Degree of Compaction

1.2.10.1 Cohesive Material

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698, abbreviated hereinafter as percent laboratory maximum density.

1.2.10.2 Cohesionless Material

Degree of compaction shall be expressed as a percentage of the relative density in accordance with ASTM D 4253 and ASTM D 4254.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Plan of Operations; G-RE

Thirty (30) days prior to commencement of haul road construction or placing embankment and backfill which ever is earlier, the contractor shall submit for approval a Plan of Operations for accomplishing all embankment and backfill construction and for the location and construction of haul roads. This plan shall include but not be limited to the Contractor's proposed sequence of construction for embankment and backfill items, and methods and types of equipment to be utilized for all embankment and backfill operations, including transporting, placing, and compaction. This plan shall also include the names and addresses of the commercial testing labs which will perform the soil testing and inspection and describe how all required soils testing will be performed.

SD-06 Test Reports

Embankment Materials; G-RE

At least 30 days prior to delivery of any Contractor-furnished material to the site of the work, the Contractor shall submit soil classification test results, moisture-density curves, gradation curves, and laboratory results of the required tests of the proposed material.

Measurement of Fill Material; G-RE

Submit a copy of the records of each compliance survey the next work day following the survey.

SD-07 Certificates

Nuclear Density Testing Equipment and Operator; G-RE

Nuclear density testing equipment shall be used in accordance with ASTM D 2922 and ASTM D 3017. In addition, the following conditions shall apply:

a. Prior to using the nuclear density testing equipment on the site, the Contractor shall submit to the Contracting Officer a certification that the operator has completed a training course approved by the nuclear density testing equipment manufacturer, the most recent data sheet from the manufacturer's calibration, and a copy of the most recent statistical check of the standard count precision.

b. The nuclear density testing equipment shall be capable of extending a probe a minimum of 6 inches down into a hole.

1.4 SYSTEM DESCRIPTION

The work covered by this section consists of furnishing all equipment, labor, materials, and incidentals, and performing all operations necessary for the construction of levee embankments, including new levee, backfill of excavations, backfill at drainage structures, and other incidental earthwork as may be necessary to complete the levee and blanket as specified herein and as shown on the drawings. All work under this section shall comply with the requirements of EM 385-1-1.

1.5 GENERAL CONDITIONS

1.5.1 Lines and Grades

The embankment and backfill shall be constructed to the lines, grades, and cross sections indicated on the drawings, unless otherwise directed by the Contracting Officer. The Government reserves the right to increase or decrease the foundation widths and embankment slopes or to make such other changes in the embankment or backfill sections as may be deemed necessary to produce a safe structure. Changes in quantities resulting from such revisions will not constitute justification for change in contract unit prices, except as provided for in the Variations in Estimated Quantities Clause. The end slopes and side slopes of partial fill sections shall not be steeper than one vertical on 1.5 horizontal.

1.5.2 Conduct of the Work

The Contractor shall maintain and protect the embankment and backfill in a

satisfactory condition at all times until final completion and acceptance of all work under the Contract. If, in the opinion of the Contracting Officer, the hauling equipment causes horizontal shear planes or slicken sides, rutting, quaking, heaving, cracking, or excessive deformation of the embankment or backfill, the Contractor shall limit the type, load, or travel speed of the hauling equipment on the embankment or backfill. The Contractor may be required to remove, at his own expense, any embankment material placed outside of prescribed slope lines. Any approved embankment or backfill material which is lost in transit or rendered unsuitable after being placed in the embankment or backfill and before final acceptance of the work shall be replaced by the Contractor in a satisfactory manner and no additional payment will be made therefor. The Contractor shall excavate and remove from the embankment or backfill any material which is unsatisfactory and shall also dispose of such material and refill the excavated area as directed, all at no cost to the Government.

1.5.3 Materials

Where satisfactory materials are not available in sufficient quantity from the onsite excavated soil , the Contractor shall be responsible for obtaining additional satifactory material from off-site sources.

Materials for embankment and backfill construction will be obtained from borrow sources or required excavations, except for granular fill material which may need to be supplied from an off-site source at the Contractor's expense. Materials obtained from required excavation which meet or which can be processed to meet the requirements for each embankment material, or any other material required for this project, as specified herein, may be utilized in the appropriate zone of the embankment or as backfill. All roots, limbs, and wood fragments shall be removed from embankment materials. Materials containing sod, other organic or perishable material, trash, debris, and frozen materials shall not be used in the embankment. The Contractor shall submit to the Contracting Officer the source or sources from which he intends to obtain materials for embankment construction. If a source is selected other than a commercial quarry or other commercial entity from which earth or rock material will be directly purchased and where the Contractor or his subcontractor will perform the borrow excavation, a written statement will be provided to the Contracting Officer indicating permission to utilize the area. It shall be the responsibility of the Contractor to obtain Federal, State, and local permits which may be required for excavation and reclamation of the borrow area. A copy of the plan and procedures to be utilized for reclamation shall be furnished to the Contracting Officer. The Contracting Officer will require material samples from any proposed borrow source to be submitted as indicated in paragraph Quality Control.

1.5.4 Haul Roads

Haul roads shall be located and constructed as approved by the Contracting Officer. Prior to the commencement of construction the contractor shall submit for approval a site plan detailing the location of all haul roads within the project limits. Haul roads shall be constructed to maintain the intended traffic, be free draining, and be maintained in good condition throughout the contract period. Haul roads constructed during the contract duration shall be removed after work is completed and the impacted area restored to its preconstruction conditions.All haul roads within the right-of-way that will remain as public thoroughfares after construction shall be cleaned daily and maintained in the preconstruction condition. The crest roads of the existing levees may be used as haul/access roads. The Contractor shall restore levee crest roads used during construction by

re-establishing pre-construction grades and elevations and repairing/replacing surfacing material. All costs associated with these haul roads shall be considered as a subsidiary obligation of the Contractor.

1.5.5 Ramps and Crossings and Runways

Ramps and crossings may be constructed to facilitate Contactor operations subject to the Contacting Officer's approval. Ramps and crossings shall be constructed only by adding material to the levee crown and slopes. Where material is hauled over an existing levee for construction, the Contractor at his expense will be permitted to construct temporary runways over the levee by the addition of material to the levee cross section. No cutting of the existing levee for runway purposes shall be permitted.

1.5.6 Stockpiling

Any on-site stockpiling of embankment materials shall be in accordance with PART 3 EXECUTION - Stockpiles.

1.5.7 Slides and Foundation Failures

When sliding occurs in any part of the embankment and backfills prescribed in this section after they have been placed, but prior to final acceptance of all work under the contract, the Contractor shall repair the slide as directed by the Contracting Officer. When the slide is caused through the fault of the Contractor, the repair shall be made at no cost to the Government. When the slide is not the fault of the Contractor, an equitable adjustment in the contract price shall be made pursuant to the Contract Clause CHANGES to cover the cost of the repairs.

1.5.8 Protection of Existing Man-Made Facilities and Natural Features

Embankment construction and excavations shall be conducted in such a manner as to avoid damage to trees left standing and trees outside the excavation areas, existing buildings and structures, man-made facilities and natural features, with due regard to the safety of employees and others, and in compliance with EM 385-1-1.

1.5.9 Drainage

The Contractor shall not block or restrict the flow in a natural drain, existing culvert, ditch or channel at any time without obtaining prior written approval from the Contracting Officer. This approval shall not relieve the Contractor from responsibility for any damage caused by his operation. The Contractor shall monitor flow and provide sufficient free discharge areas so that conditions are not worsened upstream or downstream by possible floods during construction. Surface water shall be directed away from excavations and construction sites so as to prevent erosion and undermining of foundations. Diversion ditches, dikes, and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site and the area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

1.6 REGULATORY REQUIREMENTS

The state statutory and regulatory requirements listed below form a part of this specification to the extent referenced.

1.7 PERMITS

In accordance with Contract Clause PERMITS AND RESPONSIBILITIES, the Contractor shall obtain all necessary permits required for disposal, hauling, erosion control, burning, and pay all fees associated with permitting and compliance. See also Section 01355 ENVIRONMENTAL PROTECTION for additinal requirements pertaining to permits.

1.8 PROJECT SITE CONDITIONS

1.8.1 Protection of Cultural and Natural Resources

All work and Contractor operations shall comply with the requirements of Section 01355 ENVIRONMENTAL PROTECTION and with the requirements of this section.

1.8.2 Protection of Existing Man-Made Facilities and Natural Features

Trees within the clearing area shall be felled in such a manner as to avoid damage to trees left standing and trees outside the clearing area, existing buildings, man-made facilities and natural features, with due regard to the safety of employees and others, and in compliance with EM 385-1-1. Excavation shall be conducted in such a manner as to avoid damage to trees left standing and trees outside the clearing and excavation area, existing buildings, man-made facilities and natural features, with due regard to the safety of employees and others, and in compliance with EM 385-1-1. Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained shall be protected from damage during excavation. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the applicable utility companies in sufficient time for measures to be taken to prevent interruption of the services.

1.8.3 Historical, Archeological, and Cultural Resources

Historical, archeological, and cultural resources within the Contractor's work limits may exist. If, during construction activities, the Contractor observes items that may have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on or otherwise damaging such resources.

1.8.4 Subsurface Data

Subsurface soil boring logs are shown on the drawings. These data represent subsurface information at the boring locations; however, variations may exist in the subsurface between boring locations. Groundwater levels indicated on the soil boring logs were levels found at the time of exploration. The groundwater table can vary significantly depending on time of year, variation from normal precipitation, and river stage.

1.9 MERCHANTABLE TIMBER

Merchantable timber remaining within the areas to be cleared on or after the date of award of this contract may be disposed of as the Contractor

sees fit, as long as such merchantable timber is either removed from the rights-of-way or is satisfactorily disposed of in accordance with the paragraph DISPOSITION OF CLEARED, GRUBBED, AND STRIPPED MATERIAL DISPOSITION OF EXCAVATED MATERIAL and the Contractor complies with all applicable State and local regulations and laws.

1.10 SEQUENCE OF WORK

1.10.1 Clearing and Grubbing

If regrowth of vegetation or trees occurs after clearing and grubbing and before placement of embankment, the Contractor will be required to clear and grub again prior to embankment construction.

PART 2 PRODUCTS

2.1 TYPES OF FILL MATERIALS

2.1.1 Impervious Fill

This material shall consist of satisfactory impervious material classified as lean clay (CL), low plasticity silt (ML), sand containing more than 30 percent of clay (CL), and borderline clay and silt (CL-ML) in accordance with ASTM D 2487.

2.1.2 Random Fill

Random fill shall consist of any satisfactory materials.

2.1.3 Topsoil

Topsoil consists of organic soil and shall be placed on the levee slopes as shown on the contract drawings and as specified in Section 02935 TURF.

PART 3 EXECUTION

3.1 CLEARING

Clearing shall be accomplished within the limits of existing ground for excavation or to receive embankment and structures. Trees, downed timber, snags, slash, brush, garbage, trash, debris, fencing and other items shall be cleared flush with the existing ground surface. Trees and vegetation designated to be left standing or to remain shall be protected from damage from construction operations.

3.2 GRUBBING

Grubbing shall be accomplished within the limits of existing ground for excavation or to receive embankment and structures. Grubbing shall be accomplished to a depth of at least2 feet below the existing ground surface.

3.2.1 Filling of Holes

All holes caused by grubbing operations and removal of pipes and drains, within the impervious zone, excluding holes in excavation areas, shall be filled with impervious material. This material shall be placed in8 inch layers to the elevation of the adjacent ground surface and each layer compacted to a density at least equal to that of the adjoining undisturbed material.

3.3 STRIPPING

The entire area within the limits of existing ground for excavation or to receive embankment and structures shall be stripped, and topsoil removed and stockpiled for reuse.

3.4 DISPOSITION OF CLEARED, GRUBBED, AND STRIPPED MATERIAL

Except as otherwise specified or indicated on the drawings, all materials resulting from clearing and grubbing operations shall be disposed of by removal from the site. In no case shall any material resulting from clearing and grubbing operations be buried or permanently placed within the levee foundation or any structural foundation. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market and to make beneficial use of the materials resulting from clearing and grubbing. The topsoil material resulting from the stripping operations shall be temporarily stockpiled within staging areas for reuse on the embankment or blanket areas.

3.5 REMOVAL OR PLUGGING OF ABANDONED PIPE AND CONDUITS

Abandoned pipes or sections of pipes that are to be abandoned in-place shall be plugged with flowable fill in accordance with Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

3.6 DEWATERING AND DIVERSION

Surface water and groundwater control shall be accomplished in coordination with the required excavation and embankment construction. Surface and/or groundwater control may necessitate the use of temporary diversion ditches, cofferdams and/or dewatering by the use of pumping. Methods for care of surface water and for controlling the surface water and groundwater levels shall be subject to approval of the Contracting Officer.

3.7 EXCAVATION

Excavation shall consist of removal of material to the lines and grades shown on the drawings and/or removal of objectionable materials. Blasting will not be permitted. Over excavation shall not be permitted except to remove unsatisfactory materials and shall be backfilled to grade with satisfactory material and compacted to a density of at least that of the surrounding material.

3.7.1 Over Excavation

3.7.1.1 Within Limits of Levee Foundations

Over excavation within the limits of the foundations of levees shall be backfilled to grade in accordance with paragraph PREPARATION OF FOUNDATION, PARTIAL FILL SURFACES AND ABUTMENTS.

3.7.2 Slopes and Surcharges

No temporary, permanent, or construction slope shall be surcharged with excavated or stockpiled material or with heavy construction equipment which would have the same effect as the surcharge material. The toe of stockpiled material shall be maintained a minimum distance back from the top of the finished excavation equal to the depth of the excavation. The maximum height of such stockpile without causing instability of the

excavation slope shall be determined by the Contractor. Any slide or other adverse conditions caused by failure of the Contractor to maintain these conditions shall be considered the responsibility of the Contractor and remedial measures shall be at the Contractor's expense.

3.7.3 Borrow Areas

3.7.3.1 Contractor-Furnished

Borrow areas proposed by the Contractor shall be subject to approval by the Contracting Officer. Any borrow sources proposed, accepted and approved by the Contracting Officer shall meet all applicable Federal, State and local requirements. No payment will be made for Contractor-furnished borrow areas.

3.7.3.2 Excavated Material

The Contractor has the option of using satisfactory excavated materials to obtain material for topsoil, granular fill, random fill, or the impervious fill, subject to the requirements and the conditions specified herein.

3.7.4 Existing Levees

Existing levees shall be removed as required for excavation slopes or structure removals. The contractor shall provide the Contracting Officer a plan to maintain flood protection during the construction period.

3.8 TOLERANCES

All embankments and backfills shall be constructed to the grades, lines, and cross-sections shown on the drawings. At all points a tolerance of 4 inches above or below the prescribed grade will be permitted in the final dressing, provided that any excess material is so distributed that the levee drains and that there are no abrupt humps or depressions in any surfaces. For topsoil, a tolerance of 2 inches above the thickness as shown on the drawings will be permitted.

3.9 SLIDES

In case sliding occurs in any part of the excavations prescribed in this section after they have been excavated, but prior to final acceptance of all work under the contract, the Contractor shall repair the slide as directed by the Contracting Officer. In case the slide is caused through the fault of the Contractor, it shall be repaired at no cost to the Government. In case the slide is due to no fault of the Contractor, an equitable adjustment in the contract price will be made for the repairs in accordance with the Contract Clause CHANGES.

3.10 STOCKPILES

Provisions of paragraph SLOPES AND SURCHARGES are applicable to all stockpiled materials. Upon completion of construction operations, all remaining stockpiled material shall be removed and disposed of by the disposal methods specified in paragraph DISPOSITION OF EXCAVATED MATERIALS.

3.11 SURFACE DRAINAGE OF COMPLETED AREAS

The finished embankment, stone protection, and adjacent areas shall be graded to the lines and grades shown on the drawings. The surfaces shall be free from sharp ridges, gullies, potholes, sinkholes, and any other surface irregularities. A tolerance of 4 inches above the prescribed grade

will be allowed provided that the surface drains sufficiently.

3.12 DISPOSITION OF EXCAVATED MATERIALS

3.12.1 Satisfactory Materials

Satisfactory excavated material shall be incorporated in the appropriate zones of the embankment and fill. Satisfactory material shall consist of material as defined in paragraph DEFINITIONS, subparagraph SATISFACTORY MATERIALS. When direct placement is not practicable, satisfactory material from the excavation may be stockpiled for subsequent use in parts of the work for which it is specified herein and/or as indicated on the drawings. Satisfactory materials in excess of the quantity necessary to construct backfills and embankments shall be disposed of as specified for unsatisfactory materials.

3.12.2 Unsatisfactory Materials

Unsatisfactory materials shall be as defined in paragraph DEFINITIONS, subparagraph UNSATISFACTORY MATERIALS. Unsatisfactory materials from the excavations prescribed in this section shall be permanently disposed of by removal from the site in accordance with local, state and Federal laws and regulations.

3.13 PREPARATION OF FOUNDATION, PARTIAL FILL SURFACES AND ABUTMENTS

3.13.1 Earth

After excavation (as described in paragraph EXCAVATION) or stripping (as described in paragraph CLEARING, GRUBBING AND STRIPPING) of the embankment foundation to the extent indicated or otherwise required, the sides of stump holes, test pits, and other similar cavities or depressions shall be broken down so as to flatten out the slopes, and the sides of the cut or hole shall be scarified to provide bond between the foundation material and the fill. Unless otherwise directed, each depression shall be filled with the same material type that is to be placed immediately above the foundation. The fill shall be placed in layers, moistened, and compacted in accordance with the applicable provisions of paragraphs PLACEMENT, MOISTURE CONTROL, and COMPACTION for the specific material type. Materials which cannot be compacted by roller equipment because of inadequate clearances shall be compacted with power tampers in accordance with the paragraph COMPACTION for the specific material type. After filling of depressions and immediately prior to placement of compacted fill in any section of the embankment, the foundation of such section shall be loosened thoroughly by scarifying, plowing, discing or harrowing to a minimum depth of 6 inches, and the moisture content shall be adjusted to the amount specified in paragraph MOISTURE CONTROL for the appropriate type of material. Immediately prior to placement of compacted fill on or against the surfaces of any partial fill section, all soft or loose material, and all material containing cracks or gullies shall be removed. The remaining surface of the partial fill shall be loosened by scarifying, plowing, discing or harrowing to a minimum depth of 6 inches, and the moisture content shall be adjusted as specified in paragraph MOISTURE CONTROL for the appropriate type of material. The surface of the partial fill section upon which fill is to be placed shall then be compacted as hereinafter specified for the appropriate type of fill. No separate payment will be made for loosening and rolling the foundation area, the abutment area, or the surfaces of partial fill sections, but the entire cost thereof shall be included in the applicable contract price for fill.

3.14 PLACEMENT AND SPREADING

3.14.1 General

Prior to beginning embankment placement on the levee or abutment the Contractor shall notify the Government that the foundation is ready to receive fill. No fill shall be placed on any part of the embankment foundation until such areas have been inspected and given final approval by the Contracting Officer.

3.14.1.1 Gradation and Distribution

The gradation and distribution of materials throughout the levee shall be such that the embankment will be free from lenses, pockets, streaks, and layers of material differing substantially in texture or gradation from surrounding material of the same class. If lenses, pockets, or layers of materials differing substantially in texture or gradation from surrounding material occur in the spread material, the layer shall be mixed by harrowing or any other approved method to blend the materials. During the placing and spreading process, the Contractor shall maintain at all times a force of workers adequate to remove all roots, debris, and oversize stone from all embankment materials. All stones and rock fragments larger than 3 inches in any dimension shall be removed from the fill. No fill shall be placed upon a frozen surface, nor shall snow, ice, or frozen earth be incorporated in the embankment.

3.14.1.2 Foundations and Partial Embankment Fills

The foundation, abutments and all partial embankment receiving fills shall be kept thoroughly drained. Placing operations will be such as to avoid mixing of materials from adjacent sections as much as practicable.

3.14.1.3 Equipment Traffic

Equipment traffic on the embankment shall be routed to distribute the compactive effort as much as practicable. Ruts formed in the surface of any layer of spread material will be filled before that material is compacted. If, in the opinion of the Contracting officer, the compacted surface of any layer of material is too smooth to bond properly with the succeeding layer, the surface shall be loosened by scarifying or other approved methods before material from the succeeding layer is placed.

3.14.2 Placement on Surfaces Containing Frozen Materials

Embankment shall not be placed on a foundation which contains frozen material. This prohibition encompasses all foundation types, including the natural ground, all prepared subgrades (whether in an excavation or on an embankment, and all layers of previously placed and compacted earth fill which become the foundations for successive layers of earth fill. All material that freezes or has been subjected to freeze-thaw action during the construction work, or during periods of temporary shutdowns, such as, but not limited to nights, holidays, weekends, or winter shutdowns of earthwork operations, shall be removed to a depth that is acceptable to the Contracting Officer and replaced with new material. Alternatively, the material shall be thawed, dried, reworked and recompacted to the specified criteria before additional material is placed. The Contracting Officer will determine when placement of fill shall cease due to cold weather. The Contracting Officer may elect to use average daily air temperatures, and/or

physical observation of the soils for the determination. Levee embankment material shall not contain frozen clumps of soil, snow or ice.

3.14.3 Impervious Fill

The impervious fill material shall be placed and spread in layers not more than 8 inches in uncompacted thickness, except that within 4 feet of drainage structures, the uncompacted layer thickness shall be reduced to 4 inches.

3.15 MOISTURE CONTROL

3.15.1 General

The materials in each layer of the fill shall contain the amount of moisture, within the limits specified below or as directed by the Contracting Officer, necessary to obtain the required compaction. Material that is not within the specified moisture content limits after compaction shall be reworked to obtain the specified moisture content, regardless of density.

3.15.1.1 Insufficient Moisture for Suitable Bond

If the top or contact surfaces of a partial fill section become too dry to permit suitable bond between these surfaces and the additional fill to be placed thereon, the Contractor shall loosen the dried materials by scarifying or discing to such depths as may be directed by the Contracting Officer, shall dampen the loosened material to an acceptable moisture content, and shall compact this layer in accordance with the applicable requirements of paragraph COMPACTION.

3.15.1.2 Excessive Moisture for Suitable Bond

If the top or contact surfaces of a partial fill section become too wet to permit suitable bond between these surfaces and the additional fill to be placed thereon, the wet material shall be scarified and permitted to dry, assisted by discing or harrowing, if necessary, to such depths as may be directed by the contracting officer. The material shall be dried to an acceptable moisture content, and shall be compacted in accordance with the applicable requirements of paragraph COMPACTION.

3.15.1.3 Drying Wet Material

Material that is too wet shall be dried in the borrow or staging area prior to placement in the levee embankment. Discing or harrowing shall be utilized, if necessary, until the moisture content is reduced to an amount within the specified limits.

3.15.1.4 Increasing Moisture in Dry Material

The moisture content of material that is too dry, will be adjusted on the levee embankmentor in the borrow area. The Contractor will add water to the fill material and by harrowing, or other approved methods, work the moisture into the material until a uniform distribution of moisture within the specified limits is obtained. Water applied on a layer of fill on the levee embankment shall be accurately controlled in amount so that free water will not appear on the surface during or subsequent to rolling. Should too much water be added to any part of the embankment, the rolling on that section of the embankment shall be delayed until the moisture

content of the materials is reduced to an amount within the specified limits. If it is impracticable to obtain the specified moisture content by wetting or drying the material on the fill, the Contractor may be required to pre-wet or dry back the material at the source of excavation or in the borrow area.

3.15.2 Impervious Fill

The moisture content after compaction shall be within the limits of 2 percentage points above optimum to 2 percentage points below optimum moisture content as determined by ASTM D 698.

3.16 COMPACTION

3.16.1 Compaction Equipment

Compaction equipment shall conform to the following requirements and shall be used as prescribed in subsequent paragraphs.

3.16.1.1 Tamping Rollers

a. Towed -Tamping rollers shall consist of a heavy duty double drum unit, with a drum diameter not less than 60 inches, and an individual drum length of not less than 60 inches. The drums shall be capable of being ballasted with water or a combination of sand and water. Each drum shall have staggered feet uniformly spaced over the cylindrical surface such as to provide approximately three tamping feet for each two square feet of drum surface. The tamping feet shall be 7 to 9 inches in clear projection from the cylindrical surface of the roller and shall have a face area of not less than 5 square inches nor more than 7 square inches. The roller shall be equipped with cleaning fingers, so designed and attached as to prevent the accumulation of material between the tamping feet, and these cleaning fingers shall be maintained at their full length throughout the periods of use of the roller. The weight of the roller shall not be less than 3500 pounds per foot of linear drum length weighted, and shall not be more than 2000 pounds per foot of drum length empty. The two drums comprising one roller unit shall be yoked such that they will oscillate when traversing uneven surfaces. The design and operation of the tamping roller shall be subject to the approval of the Contracting Officer who shall have the right at any time during the prosecution of the work to direct such repairs to the tamping feet, minor alterations in the roller and variations in the weight as may be found necessary to secure optimum compaction of the earth fill materials. The Contractor may be required to add ballast to the roller to the maximum capacity specified by the manufacturer of the roller. The roller shall be drawn by a crawler-type or a rubber-tired tractor at a speed not to exceed 3.5 miles per hour. The use of the rubber-tired tractor shall be discontinued if the tires leave ruts that prevent uniform compaction by the tamping roller. If tamping rollers are used in tandem, not more than two rollers in tandem will be permitted and in such case, one trip of the tandem rollers over any surface will be considered as two passes. When tamping rollers are used in tandem, the tamper foot spacing shall be offset so that the circumferential rows on the rear drums are in line with the mid-point of the circumferential rows on the forward drums.

b. Self-propelled - Self-propelled tamping rollers may be used in lieu of tractor drawn tamping rollers provided the foot pressure on the

tamping feet of the self-propelled roller are approximately the same as the foot pressure on the towed roller. The tamping feet shall be 7 to 9 inches in clear projection from the cylindrical surface of the roller. For self-propelled rollers steered with rubber-tired wheels, the tire pressure shall not exceed 40 pounds per square inch. Self-propelled rollers shall be operated at speeds not exceeding 3.5 miles per hour. The Contracting Officer has the authority to limit or eliminate the use of self-propelled rollers if they are found to cause shearing or laminations of the compacted fill.

3.16.1.2 Hand Operated Compactors

Compaction of material, in areas where it is impracticable to use a roller or tractor compaction shall be performed by the use of approved hand operated power compactors.

a. Power Tampers: Power tampers shall be hand operated equipment capable of compacting material in confined areas. The compactors shall be either an internal combustion or pneumatic activated tamper. Tampers shall have sufficient weight and striking power to produce the specified compaction. The character and efficiency of this equipment shall be subject to the approval of the Contracting Officer.

b. Vibratory Plate Compactor: Vibratory compactors operated by hand in confined areas shall utilize the oscillating cam principal and shall deliver an impact of not less than 2000 pounds at a rate of approximately 2000 impulses per minute. The character and efficiency of this equipment shall be subject to the approval of the Contracting Officer.

3.16.1.3 Crawler-type Tractors

Crawler-type tractors used for spreading or compaction shall weigh not less than 20,000 pounds, shall exert a unit tread pressure of not less than 6 pounds per square inch, and shall not be operated at a speed to exceed 3.5 miles per hour.

3.16.1.4 Sprinkling Equipment

Sprinkling equipment shall consist of tank trucks, pressure distributors or other equipment designed to apply water uniformly and in controlled quantities to variable width of surface.

3.16.1.5 Miscellaneous Equipment

Scarifiers, disks, spring-tooth or spike-tooth harrows, spreaders, and other equipment shall be suitable for use in embankment construction and approved by the Contracting Officer. Equipment used for blending fill material shall be capable of penetrating the full loose lift thickness of the specific material type.

3.16.2 Compaction of Impervious Fill

After a layer of material has been dumped and spread, it shall be harrowed to break up and blend the fill materials and to obtain uniform moisture distribution. Harrowing shall be performed with a heavy disk plow, or other approved harrow, to the full depth of the layer. If one pass of the harrow does not accomplish the breaking up and blending of the materials, additional passes of the harrow shall be required, but in no case will more

than three passes of the harrow on any one layer be required for this purpose. When the moisture content and the condition of the layer are satisfactory, the lift shall be compacted to a minimum of 95 percent of the maximum dry density as determined by the Contractor in accordance with ASTM D 698. In areas which are not accessible by roller, the fill shall be placed in layers not more than 4 inches in uncompacted depth and compacted with an approved hand operated compactor to a density equal to that obtained in other areas which are accessible to rollers. Dumping, spreading, sprinkling, and compacting may be performed at the same time at different points along a section when there is sufficient area to permit these operations to proceed simultaneously. Compaction equipment shall be operated such that the strip being traversed by the roller shall overlap the rolled adjacent strip by not less than 3 feet.

3.16.3 Compaction Adjacent to Structures and Utilities

Heavy equipment for spreading and compacting fill shall not be operated within 4 feet of structures or utilities, except as otherwise specified herein. Material within 4 feet shall be compacted using appropriate hand operated compactors specified herein.

3.16.4 Topsoil

Areas within the construction area from which topsoil has been removed shall receive 6 inches of topsoil. The surface shall be free of materials that would hinder planting or maintenance operations. The subgrade shall be pulverized to a depth of 2 inches by disking or plowing for the bonding of topsoil with the subsoil. Topsoil shall then be uniformly spread, graded, and compacted to the thickness, elevations, slopes shown, and left free of surface irregularities. Topsoil shall be unifromly spread, graded and compacted to a nominal thickness of 6 inchces and shall be placed in one layer to the designated total depth. Spreading and finishing shall be performed such that planting can proceed with little additional soil preparation or tillage. Topsoil shall be compacted by one pass of a cultipacker, roller, or other approved equipment weighing 100 to 160 pounds per linear foot of roller. Topsoil shall not be placed when the subgrade is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to seeding, planting, or proper grading. Seeding and Erosion Control proceedures shall be accomplished be in accordance with Section 02935: TURF.

3.17 FIELD QUALITY CONTROL

3.17.1 Excavation

The Contractor shall establish and maintain quality control for excavation operations to assure compliance with contract requirements, and maintain records of the Contractor's quality control for all construction operations including but not limited to the following:

a. Lines, grades and tolerances,

b. Segregation of materials,

c. Disposal and/or stockpiling of materials,

d. Unsatisfactory materials,

e. Conditions that may induce seepage or weaken the foundation or

embankment,

f. Stability of excavations.

Records of inspections and tests, as well as the records of corrective actions taken, shall be furnished to the Government in accordance with Section 01451 CONTRACTOR QUALITY CONTROL.

3.17.2 Embankment

3.17.2.1 General

As a part of the Contractor Quality Control (CQC) system required by SECTION 01451 CONTRACTOR QUALITY CONTROL, the Contractor shall establish and maintain field quality control for foundation preparation, embankment and backfill operations to assure compliance with contract requirements and maintain detailed records of field quality control for all operations including but not limited to the following:

a. Earthwork Equipment

Type, size, number of units and suitability for construction of the prescribed work.

b. Foundation Preparation

Methods of preparing the foundations in advance of embankment and backfill construction and methods for providing drainage of the foundation and partially completed fills.

3.17.2.2 Materials Testing

The contractor shall perform sufficient testing to insure that the fill is being constructed as specified. The testing program specified below shall be considered the minimum acceptable frequency of testing. This does not relieve the Contractor from the responsibility of performing additional testing, if required to ensure compliance with these specifications.

a. Soil Classification Tests

Soil classification tests shall be performed in accordance with ASTM D 2487. One initial classification test shall be required for each different classification of material to be utilized as embankment fill . As prescribed in ASTM D 2487, grain size analyses in accordance with ASTM D 422 and Atterberg limits in accordance with ASTM D 4318 shall be performed on each different classification. The Contractor shall submit additional tests for every 3000 cubic yards of embankment material. Soil classification tests shall be performed on foundation material as required to determine the acceptability of the in-situ soils. Additional tests will be required if noticeable changes in the material occur.

b. Cohesive Material Testing

(1) Moisture Density Relationships. The moisture-density relations for each different classification of cohesive material utilized shall be determined in accordance with ASTM D 698. Prior to placing any fill material containing cohesive material, a

minimum of one (5) five-point compaction test shall be performed on representative samples of each type of material to be used as fill. During fill placement a minimum of one additional moisture-density test shall be performed for every 3,000 cubic yard placed. Additional tests will be required each time a new material is encountered. The moisture-density curves will be compiled to form a family of curves which will be utilized to estimate optimum properties (maximum dry density and optimum moisture content) to be used with field density test.

(2) Water (Moisture) Content Tests. Determination of water content shall be performed in accordance with ASTM D 2216. One water content test will be performed for each 3,000 cubic yards of material placed . These test will be in addition to the water content tests performed in conjunction with in-place density tests.

(3) In-place Density Testing for Cohesive Materials. The in-place density of the cohesive materials shall be determined in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922, ASTM D 2937. At least one (1) in-place density test shall be performed on each lift of material or every 1,000 cubic yards of completed fill whichever is more frequent with the horizontal locations randomly staggered in the fill. Fill not meeting the required specifications for in-place density shall be retested after additional compaction has been completed. When nuclear method is used for in-place density testing according to ASTM D 2922 and ASTM D 3017, the first test and every tenth (10th) test thereafter for each material type shall include a sand cone correlation test in accordance with ASTM D 1556. The sand cone test shall be performed adjacent to the location of the nuclear test, shall include a nominal 6 inch diameter sand cone, and shall include a minimum wet soil weight of 6 pounds extracted from the hole. Nuclear density testing equipment shall not be used during rain. The density correlations shall be submitted with test results. Each transmittal including density test data shall include a summary of all density correlations for the job neatly prepared on a summary sheet including at a minimum:

(i) Meter serial number and operators initials.
(ii) Standard count for each test.
(iii) Material type.
(iv) Probe depth.
(v) Moisture content by each test method and the deviation.
(vi) Wet density by each test method and the deviation.]

c. Cohesionless Material Testing

(1) Compaction Tests. The Contractor shall run not less than one relative density test for every 3,000 cubic yards of cohesionless fill in accordance with ASTM D 4253 and ASTM D 4254.

(2) In-Place Density Tests. The in-place density of the cohesionless materials shall be determined in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922, ASTM D 2937. The Contractor shall run not less than one (1) field in-place density test on each lift of material or every 1,000 cubic yards of completed embankment fill or backfill whichever is less. Horizontal locations shall be randomly staggered in the fill. When nuclear method is used for in-place density testing according to ASTM D

2922 and ASTM D 3017, the first test and every tenth (10th) test thereafter for each material type shall include a sand cone correlation test in accordance with ASTM D 1556. The sand cone test shall be performed adjacent to the location of the nuclear test, and shall include a nominal 6 inch diameter sand cone, and shall include a minimum wet soil weight of 6 pounds extracted from the hole. The density correlations shall be submitted with test results. Each transmittal including density test data shall include a summary of all density correlations for the job neatly prepared on a summary sheet including at a minimum:

(i) Meter serial number and operators initials.
(ii) Standard count for each test.
(iii) Material type.
(iv) Probe depth.
(v) Moisture content by each test method and the deviation.
(vi) Wet density by each test method and the deviation.]

(3) Water (Moisture) Content Tests. Determination of water content shall be performed in conjunction with the in-place density tests in accordance with ASTM D 2216 oe ASTM D 3017. ASTM D 4643 may be used when rapid moisture content results are needed, however, all results obtained by ASTM D 4643 shall be confirmed by a test on a duplicate sample performed in accordance with ASTM D 2216. In the event of disagreement between the results, ASTM D 2216 shall govern. When nuclear method is used for in-place moisture testing according to ASTM D 3017, the first and tenth test thereafter for each material type shall include a correlation test in accordance with ASTM D 2216. Backfill and fills not meeting the required specifications for water content shall be retested after corrective measures have been applied.

d. Additional Testing

The Contracting Officer may request additional tests if there is reason to doubt the adequacy of the compaction, or special compaction procedures are being used, or materials change or if the Contracting Officer determines that the Contractor's testing is inadequate or the Contractor is concentrating backfill and fill operations in a relatively small area.

3.17.2.3 Testing by the Government

During the life of this contract, the Government or its contractorsmay perform quality assurance tests. The contractor shall make available to the government or its contractors the equipment to perform these test.

3.17.2.4 Reporting

On a daily basis, the Contractor shall furnish the inspection records and all material testing results, the quantity of fill placed, as well as the records of corrective action taken, in accordance with Section 01451 CONTRACTOR QUALITY CONTROL.

-- End of Section --

SECTION 02530
SANITARY SEWER

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for:
   1. Sanitary sewer piping, fittings, joints and accessories.
   2. Furnishing of material, labor and installation.
   3. Precast concrete manhole sections with tongue-and-groove joints with precast concrete adjustment rings for transition to lid frame, covers, anchorage and accessories.
   4. Testing for sanitary sewer pipe and manholes.

B. All sanitary sewer work shall be in accordance with the latest version of the City of Sioux Falls Supplemental Standard Specifications.

C. Measurement and Payment
   1. Included in lump sum bid.

1.2 REFERENCES

A. ASTM A48-83 - Gray Iron Castings (Class 35).

B. ASTM A58-83 - Ductile Iron Castings (Grade 65-45-12).

C. ANSI/ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

D. ANSI/ASTM C443 - Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.

E. ASTM C478 – Precast Reinforced Concrete Manhole Sections and Steps.

F. ASTM C497 - Absorption and Concrete Compression Tests.

G. ASTM C923 - Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.

H. ASTM D1785 - Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80 and 120.

I. ANSI/ASTM D2321 - Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

J. ANSI/ASTM D2729 - Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.

K. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

L. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

M. ANSI/ASTM D3034 - Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.

N. ASTM D3139 - Joints for Plastic Pressure Pipes Using Flexible Elastomer.

O. ASTM D3212 - Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seal.

P. ANSI/AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

Q. ANSI/AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.

R. ANSI/AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

S. ANSI/AWWA C150 - Thickness Design of Ductile-Iron Pipe.

T. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Wastewater and Other Liquids.

U. ANSI/AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.

V. AWWA C605 - Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

1.3 TYPICAL DETAIL DRAWINGS

A. Typical sanitary sewer details are shown on the Drawings.

1.4 SUBMITTALS: Submit the following under provisions of Section 01330.

SD-06 Test Reports

Test and Certification Reports; G-ED

Include one copy of results of tests and certification reports with each shipment of materials, to include absorption and concrete compressive strength.

Test data; G-ED

If manufacturer's test data is inadequate or unavailable, the Engineer reserves the right to require cores drilled for compressive strength tests.

Pipe and Pipe Accessories; G-ED

Submit product data for pipe and pipe accessories.

SD-07 Certificates

Manufacturer’s Certification; G-ED

Submit manufacturer's certification that products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. The Contractor shall employ and pay for services of an independent testing laboratory for tests required to show compliance with the specifications. Test results submitted directly to the COR. Selection of the testing laboratory is subject to approval of the COR.

B. Certify that pipe, manholes, fittings, and materials are manufactured in accordance with applicable specifications.

C. Certify that pipe materials and special fittings are manufactured in accordance with applicable specifications. Provide copies of concrete cylinder compression tests made during manufacture of precast materials.

1.6 DELIVERY STORAGE AND HANDLING

A. Deliver, store, and handle products in accordance with manufacturer’s recommendations and industry standards. All materials shall be protected from contamination, deterioration and damage.

1.7 PROJECT/SITE CONDITIONS

A. Field Measurements
1. Verify that field measurements and elevations are as indicated on the drawings prior to ordering materials.

B. Coordination
1. Coordinate work with other contractors and with utility owners.
2. Pipe size, type, and joint as detailed on the drawings and specified herein.

C. Project Record Documents
1. Submit as-built drawings in accordance with Section 01330.
2. Record location of pipe runs, connections, manholes, cleanouts and invert elevations.
3. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities and obstructions.

PART 2 PRODUCTS

2.1 SEWER PIPE MATERIALS

A. Polyvinyl Chloride Solid Wall Pipe and Fittings for 8″ and 18″ diameter PVC gravity drain lines into Flow Structure No. 3 shall be ANSI/ASTM D3034, polyvinyl chloride (PVC) material; inside nominal diameter 4" thru 36", bell and spigot style rubber ring sealed gasket joint, as follows:
1. Pipe Class: SDR 35.
2. PVC plastic in accordance with ASTM D1784, Cell Classification 12454-B.
3. Elastic gasket push-on joints according to ASTM D3212.
4. Provide granular bedding for flexible pipe as indicated on Drawings.

5. Protect PVC from direct sunlight. Cover pipe or store indoors.

B. Polyvinyl Chloride Pipe for 36″ diameter PVC pressure line from Flow Structure No. 1 to existing 36″ D.I.P. and dual 48″ diameter gravity sewers to Flow Structure No. 1 shall be in accordance with AWWA C905, dimension ratio (DR) 32.5, for pipe from 18" thru 48″ nominal diameter, as follows:
   1. PVC pipe shall have same outside dimensions as ductile iron pipe.
   2. Do not use PVC pipe in any area where there is likelihood the pipe will be exposed to significant concentrations of pollutants comprised of low-molecular-weight petroleum product or organic solvents or their vapors.
   3. Use elastic gasket push-on joints, AWWA C905; solvent cement welded joints not permitted.
   4. Do not use telescope small pipe inside larger pipe for shipment or storage.
   5. When pipe is cut in field, de-burr and bevel cut edges to prevent gasket damage.
   6. Protect pipe from prolonged (more than one month) exposure to direct sunlight.

C. Reinforced Concrete Pipe for 66″ diameter gravity interceptor sewer from Flow Structure No. 1 to No. 3 shall meet SDDOT's Standard Specifications for Road and Bridges, and ASTM C-76, as follows:
   1. Class III, Wall B.
   2. Joints – Rubber O-ring gaskets and conform to ASTM C443.
   3. Laying lengths – not less than 6'.
   4. Lifting holes not permitted.
   5. Interior Lining shall be provided as follows:
      a. 360° of inside diameter.
      b. Material – PVC or HDPE.
      c. Welded Joints – Circumferential and longitudinal, per manufacturer's recommendations.
      d. Minimum Thickness – 0.065 inches.
      e. Acceptable Manufacturers/Product Name:
         ? Ameron Protective Linings Division
           Brea, California
           Amer–Plate T–Lock (PVC)
         ? GSE Lining Technology, Inc.
           Houston, Texas
           GSE Studliner (HDPE)

2.2 MANHOLES

A. Manholes shall consist of integral precast base, precast riser sections, precast cone section (or flat slab top), precast concrete adjusting rings, manhole frame and lid. All manholes shall be PVC or HDPE lined.

B. Components
   1. Manhole, frame and lid shall be as follows:
      a. Ferrous castings smooth, well cleaned by shot blasting, of uniform quality, free from blowholes, shrinkage, distortion or other defects.
      b. Lids solid without vent holes. Concealed pick-holes required.

c. Frames and lids furnished with machined horizontal bearing surfaces.
d. The word SANITARY SEWER lettered on the lid of all sewer manholes.
e. Frames and lids not in paved areas shall meet the following:
   Neenah R-1916-C
   Bolted down covers shall be securely bolted to precast manhole sections or cast-in-place concrete top slabs with a minimum of 4-1/2" diameter bolts (stainless steel).

2. Slab tops and cone sections:
   a. 4' diameter cone sections shall be concentric.
   b. Flat slab tops used as indicated on the Drawings and designed for earth loading.
   c. For adjustment of existing manholes, place plastic or precast concrete adjustment rings on cone section to bring the top of the frame up to the final grade. Total height of rings not to exceed 12". Do not use adjustment rings with bolted down covers or on new manholes.
3. 72" diameter x 48" diameter and 60" diameter x 48" diameter reducer section shall be eccentric with straight edge centered over inflow pipe.
4. Manhole: Reinforced precast concrete conforming to ASTM C478, size as shown on Drawings, 48" minimum diameter, 5" minimum wall thickness, one cage reinforcing, minimum 0.12 square inches reinforcement per lineal foot of pipe wall. Manhole suitable for AASHTO HS-20 highway loadings.
5. Manhole Steps:
   a. Do not furnish steps.
6. Manhole base: Precast integral concrete manhole bottom section and base, or cast in place concrete, if approved by the Engineer.
   a. Provide smooth, semi-circular invert, same size as outlet pipe, through manhole; make curve radius as large a radius as practical for changes in flow direction; all water shall drain freely from manhole; slope floor ½" per foot toward invert.
7. Joints: Sanitary sewer manhole precast riser and cone sections with continuous rubber O-ring gasket or continuous butyl rope gasket.
8. Pipe connections:
   a. Pipe connections to sanitary manholes and cast in-place concrete structures: A watertight flexible connection meeting requirements of ASTM C923 shall be used. A-Lok Connector by A-LoK Products, Inc. or approved equal.
9. Drop manholes use specific details on the Drawings.
10. Recess in walls for lifting shall be filled with non-shrink grout, patch liner on the inside and use bentonite (3" thick) and 1' diameter placed on the outside over non-shrink grout.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut and excavation base are ready to receive work and excavations, dimensions and elevations are as indicated on drawings.\

B. Inspection for defects: Before installation, inspect pipe and appurtenances for defects and, when applicable, tap the pipe with a light hammer to detect cracks. Defective, damaged, or unsound pipe and appurtenances will be rejected.

3.2 PREPARATION

A. Section 02221 - Excavation, Backfill and Compaction.

3.3 INSTALLATION

A. Install pipe, fittings and accessories in accordance with these specifications and manufacturer's instructions.

B. Refer to Section 02221 for excavation, backfilling and compacting requirements. Do not displace or damage pipe when compacting.

C. Benchmarks and Stakes: Before laying pipe, verify all measurements at site; make necessary field measurements to accurately determine sewer makeup lengths or closures. Preserve benchmarks and stakes, and in case of their destruction they shall be replaced at the Contractor's expense.

D. Handling: Deliver to the trench in a sound, undamaged condition.

E. Begin at lowest point in line; lay bell ends pointing upstream.

F. Cut pipe, when necessary, in a neat and workmanlike manner without damage to the pipe, interior lining, and exterior coating. Perform cutting with an approved mechanical cutter, using a wheel cutter when applicable and practicable.

G. Grind smooth and bevel cut ends and rough edges using methods recommended by manufacturer.

H. Assembling Pipe and Fitting Joints:
   1. General:
      a. Assemble all joints in accordance with the manufacturer's recommendations.
      b. Make joints with equipment recommended by pipe manufacturer; do not use backhoe to push joints together.
      c. All joints watertight to the extent required in Paragraph 3.8.
      d. Remove all lumps, blisters, and excess coating material from the ends of the pipe.
      e. Remove all oil and grease from the ends of the pipe.
      f. Wipe clean and dry the outside of the spigot end, the inside of the bell, and the gasket, and keep free from dirt, sand, grit, or any foreign materials before the pipe is laid.
   2. Push-on Joints:
      a. Complete the procedures of paragraph General, above.
      b. Place the gasket, if necessary, in the bell socket in accordance with the manufacturer's recommendations. Make sure the gasket faces the correct direction and that it is properly seated.

c. Apply lubricant to the gasket and spigot end of the pipe in accordance with the manufacturer's recommendations.
d. Insert the beveled end of the spigot into the gasket in the bell end of the previously laid pipe section.
e. Push or pull the pipe "home" into the bell socket with care so not to damage piping, linings, coatings, or gaskets.
f. Pushing and pulling methods and means of protection of piping and appurtenances in accordance with the manufacturer's recommendations and approved by the Engineer.
g. Keep the joint straight while pushing or pulling.

I. Laying of Gravity Lines:
1. Lay pipe true to line and grade.
2. Use laser equipment throughout the construction to insure a close adherence to the required line and grade.
3. Check line and grade independently with level and grade rod every 100' by the Contractor.
4. Check each length of pipe both for alignment and grade as it is laid.
5. The flow lines of any two adjacent pipe sections in the completed line shall not vary more than ¼" from true grade nor shall the line of any two adjacent pipes vary more than ½ " from true line. If, after completion, any portion of the line deviates more than these tolerances, the Contractor may be required to relay that part of the line at his expense.
6. COR may require one-half of these tolerances for pipe 15" in diameter or smaller.

J. Cleaning and Protection of Pipelines:
1. Interior of the pipe clear of all dirt and superfluous materials.
2. Whenever the pipe layers leave the trench for any reason, no matter for how short a time, effectively close the exposed end of the pipe to prevent the entrance of animals, dirt, or foreign objects.

3.4 MANHOLES AND FLOW STRUCTURES

A. General
1. Place all concrete base slabs on a minimum of 12" of compacted crushed rock.
2. When exact location of existing sewers to be intercepted is not known, field adjustments may be necessary to meet the conditions found. Such adjustments shall not entitle the Contractor to any claim for extra work unless agreed to in writing prior to executing work.
3. Manholes and flow structures shall be watertight structures.

B. Restrictions on Operations
1. Do not place concrete when stormy or inclement weather or temperature prevents good workmanship.
2. Use no aggregates containing frozen lumps and do not place concrete on frozen foundation.
3. During cold weather conditions, begin concrete mixing and placement only when ambient temperature is at least 34 degrees F and rising.

4. Concrete delivered to site must have temperature of at least 40 degrees F.
5. Stop concrete mixing and placement when ambient temperature is 38 degrees F and falling.
6. Stop concrete mixing and placement when ambient temperature exceeds 95 degrees F.
7. Protect new concrete from freezing temperatures for at least 5 days.

3.5 CONFLICT WITH EXISTING UTILITIES

A. Provide temporary support for existing water, gas, telephone, power, and other utility services that cross trench until backfilling of the trench has been completed.

B. Compact backfill under existing utility crossing to 95% maximum density (ASTM D698); moisture content not less than 2% below optimum or more than 3% above optimum moisture content.

3.6 CONNECTION BETWEEN DISSIMILAR GRAVITY PIPE

A. Use manufactured special adaptors or couplings with full-width stainless steel bands and non-shear coupling.

3.7 WATER MAIN CONFLICTS

A. Horizontal separation of gravity sewers from water mains: Separate gravity sewer mains from water mains by horizontal distance of at least 10' unless:
   1. The top of sewer main is at least 18" below bottom of water main.
   2. The sewer is placed in separate trench or in same trench on bench of undisturbed earth at minimum horizontal separation of 3' from the water main.
   3. Other regulating authorities may require more stringent limitations.

B. Sewers with less than 10' lateral clearance and top of sewer less than 18" below bottom of water main: Sewer shall be concrete encased, 6" minimum cover around entire pipe.

C. Where new sewer crosses over water main or service line or where top of sewer is within 18" of bottom of water main or service line: Provide 20' length plus O.D. of water main or service line or concrete encasement 6" around entire pipe. 20' shall be centered on water line.

3.8 TESTING

A. Leak Testing
   1. General
      a. After each section of sanitary sewer between manholes has been completely installed and backfilled, check it for leakage using the low pressure air test. Regardless of test results, the maximum allowable infiltration or exfiltration

for any new sanitary sewer section shall be 200 gallons per inch of diameter per mile of pipe per day.

Repair visually observed leakage at joints or leakage in excess of that specified at the Contractor's expense before the sewer is accepted. This repair may include the relaying of sections of the sewer. The actual method of correction approved by the COR prior to performing the repair.

2. Low pressure air test
   a. Test in accordance with the latest ASTM C828 Specification. The recommendation of the manufacturer of the test equipment shall be followed where more stringent than the requirements herein.
   b. Pneumatic plugs shall have a sealing length equal to or greater than pipe diameter.
   c. Pass all air through a single control panel.
   d. Use three separate hoses: one from control panel to pneumatic plugs for inflation; one from control panel to sealed line for introducing low pressure air; one from sealed line to control panel for continuous monitoring of air pressure rise in sealed line.
   e. Seal test pneumatic plugs before actual test. Place plugs in a length of pipe laid on the ground and inflate to 25 psig. Pressurize pipe to 5 psig. Plugs shall hold with no leakage and without bracing the plugs to prevent movement of the plugs. NOTE: TESTING WITH COMPRESSED AIR CAN BE EXTREMELY HAZARDOUS. ALL PERSONNEL SHALL BE ALERTED PRIOR TO THE START OF TESTING AND SHALL BE REMOVED FROM AREAS WHERE THEY MAY BE INJURED BY FAILED OR DISLODGED EQUIPMENT OR PIPING.
   f. Place plugs in the pipe at a manhole in the section of completed pipe and inflate to 25 psig. NOTE: SEE ABOVE WARNING REGARDING TESTING WITH COMPRESSED AIR.
   g. Determine the test duration for the section being tested from the table below. This table ignores pipe length and uses the factor 0.47d, with d being in inches.

TABLE NO. 1

Size Pipe	Test Period Duration (Min.)
8"	8.0
10"	10.0
12"	12.0
15"	14.0
18"	17.5
21"	20.0
24"	23.5

TABLE NO. 1	
Size Pipe	Test Period Duration (Min.)
27"	26.0
30"	28.0
36"	34.0
42"	40.0
48"	46.0
54"	51.0
60"	57.0

The pressure holding time is based on an average holding pressure of 3 psi gauge or a drop from 3.5 psi to 2.5 psi gauge.

h. Add air to the line segment being tested until the internal air pressure of the sewer line is raised to approximately 4.0 psi gauge greater than the average back pressure of any groundwater that may be over the top of the pipe and at no time should the pressure in the sewer exceed 5 psi. Allow at least 2 minutes for the air pressure to stabilize.

i. When the pressure has stabilized and is at or above the starting test pressure of 3.5 gauge, commence the test. Record the drop in pressure for the test period. If the pressure has dropped more than 1.0 psi gauge during the test period as determined in the table, the line is presumed to have failed. The test may be discontinued when the prescribed test time has been completed, even though the 1.0 psi gauge drop has not occurred.

3. Manhole exfiltration test

a. After the sewer line has passed the low pressure air test, the manhole must also be tested by the Contractor before final acceptance. The maximum allowable exfiltration in this case will be 0.1 gallon per hour per foot of diameter per foot of head in the manhole.

b. To perform this test, the inlet and outlet of the manhole shall be plugged and the manhole filled with water to a depth equal to that used for the sanitary line water test or, in the case when the air test was run on the line, a minimum depth of 2' above the top of the sewer line or 2' above the existing groundwater--whichever is the higher. Allow the water to stabilize for one-half hour and refill the manhole to the original elevation. Mark the initial depth of the water and after one hour, record the drop in the water level in the manhole. This drop shall then be converted to gallons of leakage in 24 hours.

4. Manhole vacuum test

a. In lieu of the exfiltration test for manholes a vacuum test may be used when performed in accordance with the following procedures:

1) Each manhole shall pass two tests; the first test shall be after assembly but prior to backfilling and the second test shall be after backfilling.
2) The vacuum test shall include testing to the top of the manhole, excluding the adjusting rings and the cast iron frame.
3) Plug all pipes entering the manhole at least 8" into the sewer pipe. The plug must be inflated at a location past the manhole/pipe gasket.
4) Brace all plugs to prevent the plug or pipe from being dislodged and drawn into the manhole.
5) A vacuum of at least 10 1/2" of mercury shall be drawn on the manhole. Shut valve on vacuum line to manhole and disconnect vacuum line. Open the vacuum line valve and adjust vacuum to 10" of mercury.
6) The pressure gage shall be liquid filled having a 3.5" diameter face with a reading from zero to 30" of mercury. The test equipment shall be capable of having two gages connected. The gage supplied with the test equipment shall match he reading of a gage furnished by the City. The gage reading shall be verified, if and when requested by the COR.
7) The time for the vacuum reading to drop from 10" of mercury to 9" of mercury must be equal to or less than the following values for the manhole to be considered as passing the vacuum test:

Manhole Depth	Time (minutes)
10' or less	2
10.1' to 15'	2.5
15.1' to 25'	3

8) If a manhole fails the vacuum test, the manhole shall be uncovered and patched on the exterior of the manhole; retested prior to backfilling when leak has been patched and then retested after backfill is completed.
9) Equipment:
   - Manhole vacuum tester assembly and vacuum pumps shall be as manufactured by Cherne Industries Incorporated, P.A. Glazier Incorporated, or approved equal.
   - Pneumatic plugs shall be provided and installed in accordance with the above-approved manufacturer’s recommendations.

B. Deflection Test

1. Deflection tests conducted on all PVC and DIP gravity sewer pipe installed.
2. Deflection tests shall not be run less than 30 days after final backfilling has been completed.
3. Deflection tests performed using a rigid ball or mandrels, having a diameter of 95% or 97% (see deflection chart) of the actual

inside diameter of the pipe and performed with the use of mechanical pulling devices.

4. Replace any section of pipe with deflection in excess of the following at no additional cost to the Owner.

PIPE MATERIAL	DEFLECTION LIMIT
PVC, and Ductile Iron Pipe (with bituminous or plastic lining) Gravity Sewers	5%
Ductile Iron Pipe (with cement or epoxy lining)	3%

C. Internal Television Inspection

1. Owner reserves the right to televise sewer, at Owner's expense, prior to final acceptance.

3.9 FIELD QUALITY CONTROL

A. Testing shall be performed at the Contractor’s expense. Verification tests by or under the direction of the COR shall be at the Owner’s expense.

B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

3.10 PROTECTION

A. Protect finished installation.

END OF SECTION 02530

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DIVISION 02 - SITE WORK

SECTION 02561

(SOUTH DAKOTA) CRUSHED ROCK PAVEMENTS

08/99

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-- End of Section Table of Contents --

SECTION 02561

(SOUTH DAKOTA) CRUSHED ROCK PAVEMENTS

08/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer Than 75 um (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(1988) Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	(1997) Specific Gravity and Absorption of Fine Aggregate
ASTM C 131	(1996) Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregate
ASTM D 75	(1997) Sampling Aggregates
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3))
ASTM D 4318	(1998) Liquid-Limit, Plastic-Limit, and Plasticity-Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having no designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Reports

Aggregate Moisture-Density Relationships; G-RE.

Aggregate Surface Course

Aggregate; G-RE.

Aggregate Surface Courses

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DEFINITION

Degree of compaction for the Aggregate Moisture-Density Relationship required is expressed as a percentage of the maximum density obtained by the test procedures presented in ASTM D 1557, "Procedure C". This will be abbreviated hereinafter as percent laboratory maximum density.

3.2 MODIFICATION TO THE SDDOT

a. Reference to "Engineer" and "Department" in the SDDOT shall mean the Contracting Officer or Representative.

b. Sections "Acceptance", "Method of Measurement" and "Basis of Payment" shall not apply.

3.3 AGGREGATE SURFACE COURSE

Aggregate surfacing shall conform to and be placed in accordance with the requirements specified in Section 260, "GRANULAR BASES AND SURFACING". At least one complete series of aggregate surface course tests shall be performed in conformance to the SDDOT prior to the start of construction.

3.3.1 AGGREGATE SURFACE COURSE

Aggregate surface course shall conform to Section 882, "AGGREGATES FOR GRANULAR BASES AND SURFACING," Type "Gravel Surfacing," except that when clay binder is required it shall conform to Section 883, "CLAY."

3.4 SAMPLING AND TESTING

All quality control sampling and testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government in accordance with PARAGRAPH: CONTRACTOR QUALITY CONTROL in SECTION: SPECIAL CLAUSES and as specified herein. Sampling and testing shall be performed by an approved testing laboratory at the expense of the Contractor and shall be in accordance as defined herein and/or in the DOT. At least 15 working days prior to commencing construction, the Contractor shall submit for approval the aggregate surface course tests results, showing that all requirements specified herein and in the SDDOT are met. Any portion of the work not in conformance as described herein or on the drawings shall be removed and replaced at no additional cost to the government.

3.4.1 In-Place Tests

3.4.1.1 Surface Courses

One of each of the following tests shall be performed on samples taken from

the placed and compacted aggregate surface courses. Samples shall be taken for each 1000 square yards or less of each layer placed.

Sieve Analysis (Surface Course)

Field Density and Moisture

Liquid-Limit and Plasticity-Index

3.4.2 Compaction

3.4.2.1 Surface Courses

Laboratory maximum density of new surface courses shall be determined in accordance with ASTM D 1557, Procedure C. Density shall be measured in the field in accordance with ASTM D 1556. All aggregate surface courses shall be compacted to at least 100 percent of laboratory maximum density .

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SECTION 02621

FOUNDATION DRAINAGE SYSTEM
01/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 4	(1996) Clay Drain Tile
ASTM C 498	(1995) Perforated Clay Drain Tile
ASTM C 700	(1996) Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Materials; G-RE.

Certifications from the manufacturers attesting that materials meet specification requirements.

SD-04 Samples

Materials; G-RE

Two randomly selected samples of each type of pipe and fitting, prior to delivery of materials to the site.

1.3 DELIVERY, STORAGE AND HANDLING

Materials placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Plastic pipe shall not be exposed to direct sunlight for more than 6 months from time of manufacturer to installation.

PART 2 PRODUCTS

2.1 MATERIALS

Pipe for foundation drainage system shall be of the type and size

indicated. Appropriate transitions, adapters, or joint details shall be used where pipes of different types or materials are connected.

2.1.1 Clay Pipe

ASTM C 700, standard or extra strength.

2.1.2 Perforated Clay Pipe

ASTM C 700, standard or extra strength.

2.1.3 Clay Drain Tile

ASTM C 4, extra-quality or heavy-duty class.

2.1.4 Perforated Clay Drain Tile

ASTM C 498, extra-quality or heavy-duty class.

2.1.5 Plastic Pipe

Plastic pipe shall contain ultraviolet inhibitor to provide protection from exposure to direct sunlight.

2.1.5.1 Polyvinyl Chloride (PVC) Pipe

ASTM F 758, Type PS 46, ASTM D 3034, or ASTM F 949 with a minimum pipe stiffness of 46 psi.

2.1.5.2 Circular Perforations in Plastic Pipe

Circular holes shall be cleanly cut, not more than 5/16 inch or less than 3/16 inch in diameter, and arranged in rows parallel to the longitudinal axis of the pipe. Perforations shall be approximately 3 inches apart, center-to-center, along rows. The rows shall be approximately 1-1/2 inches apart and arranged in a staggered pattern so that all perforations lie at the midpoint between perforations in adjacent rows. The rows shall be spaced over not more than 155 degrees of circumference. The spigot or tongue end of the pipe shall not be perforated for a length equal to the depth of the socket and perforations shall continue at uniform spacing over the entire length of the pipe. Manufacturer's standard perforated pipe which essentially meets these requirements may be used with prior approval of the Contracting Officer.

2.1.5.3 Slotted Perforations in Plastic Pipe

Circumferential slots shall be cleanly cut so as not to restrict the inflow of water and uniformly spaced along the length and circumference of the tubing. Width of slots shall not exceed 1/8 inchor be less than 1/32 inch. The length of individual slots shall not exceed 1-1/4 inches on 3 inch diameter tubing; 10 percent of the tubing inside nominal circumference on 4 to 8 inch diameter tubing; and 2-1/2 inches on 10 inch diameter tubing. Rows of slots shall be symmetrically spaced so that they are fully contained in quadrants of the pipe. Slots shall be centered in the valleys of the corrugations of profile wall pipe. The water inlet area shall be a minimum of 0.5 square inch per linear foot of tubing. Manufacturer's standard perforated pipe which essentially meets these requirements may be used with prior approval of the Contracting Officer.

2.1.6 Fittings

Fittings shall be of compatible materials for pipe, of corresponding weight and quality, and as specified herein.

2.1.7 Cover and Wrapping Materials for Open Joints in Drain Tile

Cover material may be tar paper, roofing paper, reinforced building paper, glass fiber fabric, or other similar type material. Wrapping material shall be 18-14 mesh, 0.01 inch diameter nonferrous wire cloth.

2.1.8 Bedding and Pervious Backfill for Foundation Drains

Bedding and pervious backfill shall be granular backfill material in accordance with Section 02315 EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES .

2.1.9 Protective Covering for Pervious Backfill

Protective covering shall be fiberglass mat of lime borosilicate glass fibers. Fibers shall be 8 to 12 microns in average diameter, 2 to 4 inches in length, and bonded with phenol formaldehyde resin. Mat shall be roll type, nonperforated, water permeable, with thickness between 1/4 and 1/2 inch and density of 3/4 pcf.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.1.1 Extent

Foundation drainage shall be furnished and installed to form a complete system with the existing as shown.

3.1.2 Outlet Connections

Drain pipe shall be connected to the existing cast iron wall outlets shown on As-built drawing MS5-341E17..

3.1.3 Drainage Lines

Drainage line extensions to the new manholes shall be constructed of drain tile, perforated plastic or clay pipe, or porous pipe.

3.1.4 Outlet Lines

Outlet lines shall be constructed of closed-joint nonperforated, nonporous plastic pipe.

3.2 INSTALLATION

3.2.1 Trenching and Excavation

Required trenching and excavation shall be in accordance with Section 02315 EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES. Trenches shall be kept dry during installation of drainage system. Changes in direction of drain lines shall be made with 1/8 bends.

3.2.2 Bedding

Graded bedding, minimum 6 inches in depth, shall be placed in the bottom of trench for its full width and length and compacted as specified prior to laying of foundation drain pipe. Each section shall rest firmly upon the bedding, through the entire length, with recesses formed for bell joints. Except for recesses for bell joints, the bedding shall fully support the lower quadrant of the pipe.

3.2.3 Pipe Laying

Drain lines shall be laid to true grades and alignment with a continuous fall in the direction of flow. Bells of pipe sections shall face upgrade. Interior of pipe shall be cleaned thoroughly before being laid. When drain lines are left open for connection to discharge lines, the open ends shall be temporarily closed and the location marked with wooden stakes. Perforated pipe shall be laid with perforations facing down. Any length that has had its grade or joints disturbed shall be removed and relaid at no additional cost to the Government. Tubing and piping with physical imperfections shall not be installed.

3.2.4 Jointing

3.2.4.1 Perforated and Porous Pipes

Perforated and porous types of drain pipes shall be laid with closed joints.

3.2.4.2 Plain-End Perforated Clay

Plain-end perforated clay drain tile joints shall be made with spring-wire clips, coated with a rust preventive, that will maintain a taut but elastic joint between sections when laid.

3.2.4.3 PVC Pipe

PVC pipe joints shall be in accordance with ASTM D 3034, ASTM D 3212, or ASTM F 949.

3.2.4.4 Pipe Transition Joints

Joints between PVC and vitrified clay pipe materials shall be made with special transition adaptor fittings or stainless steel clamped elastomeric couplings factory fabricated specifically for the use intended and approved by the Engineer. All metallic components of the coupler shall be corrosion resistant steel. All couplings shall bear the manufacturer's identifying mark and size.

3.2.5 Backfilling

After joints and connections have been inspected and approved, the specified pervious backfill material shall be placed for the full width of the trench and full width between pipe and adjacent walls and 12 inches above the top of the pipe. The backfill shall be placed preventing displacement of or injury to the pipe or tile. A protective covering, as specified, shall be placed over the pervious backfill for the full width of the trench before regular backfill is placed. Backfill shall be compacted as specified in Section 02315 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES.

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SECTION 02630

STORM-DRAINAGE SYSTEM
09/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 198	(1994) Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 76	(1997) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 270	(1997a) Mortar for Unit Masonry
ASTM C 443	(1994) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections
ASTM C 828	(1990; R 1996) Low-Pressure Air Test of Vitrified Clay Pipe Lines
ASTM C 877	(1994) External Sealing Bands for Noncircular Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 924	(1989; R 1997) Concrete Pipe Sewer Lines by Low-Pressure Air Test Method
ASTM C 1103	(1994) Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
ASTM D 1056	(1991) Flexible Cellular Materials - Sponge or Expanded Rubber
ASTM D 1171	(1994) Rubber Deterioration - Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens)
ASTM D 1557	(1991) Laboratory Compaction

	Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals without any designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Instructions

Placing Pipe;

Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

SD-13 Certificates

Resin Certification; .
Pipeline Testing; G-RE.
Hydrostatic Test on Watertight Joints; G-RE.
Determination of Density; G-RE.
Frame and Cover for Gratings; .

Certified copies of test reports demonstrating conformance to applicable pipe specifications, before pipe is installed. Certification on the ability of frame and cover or gratings to carry the imposed live load.

SD-14 Samples

Pipe for Culverts and Storm Drains; G-RE.

Samples of the materials used in pipe for culverts and storm drains, before work is started: G-RE.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless directed otherwise by the Contracting Officer. Solvents, solvent compounds, lubricants, elastomeric gaskets, and any similar materials required to install plastic pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life. Solvents in use shall be discarded when the recommended pot life is exceeded.

1.3.2 Handling

Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 PIPE FOR CULVERTS AND STORM DRAINS

Pipe for culverts and storm drains shall be of the sizes indicated and shall conform to the requirements specified.

2.1.1 Concrete Pipe (Government Furnished)

ASTM C 76, Class III

2.2 MISCELLANEOUS MATERIALS

2.2.1 Concrete

Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for 4000 psi concrete under Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. The concrete mixture shall have air content by volume of concrete, based on measurements made immediately after discharge from the mixer, of 5 to 7 percent when maximum size of coarse aggregate exceeds 1-1/2 inches. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall not be less than 1 inch thick for covers and not less than 1-1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 3 inches between steel and ground. Expansion-joint filler material shall conform to ASTM D 1751, or ASTM D 1752, or shall be resin-impregnated fiberboard conforming to the physical requirements of ASTM D 1752.

2.2.2 Mortar

Mortar for pipe joints, connections to other drainage structures, and brick or block construction shall conform to ASTM C 270, Type M, except that the maximum placement time shall be 1 hour. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar . Water shall be clean and free of harmful acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun

with a proper covering until satisfactorily cured.

2.2.3 Precast Reinforced Concrete Manholes (Government Furnished)

Precast reinforced concrete manholes shall conform to ASTM C 478. Joints between precast concrete risers and tops shall be made with flexible watertight, rubber-type gaskets meeting the requirements of paragraph JOINTS.

2.2.4 Frame and Cover for Gratings

Frame and cover for gratings shall be as detailed on the plans. Weight, shape, size, and waterway openings for grates shall be as indicated on the plans.

2.2.5 Joints

2.2.5.1 External Sealing Bands

Requirements for external sealing bands shall conform to ASTM C 877.

2.2.5.2 Flexible Watertight, Gasketed Joints

a. Gaskets: When infiltration or exfiltration is a concern for pipe lines, the couplings may be required to have gaskets. The closed-cell expanded rubber gaskets shall be a continuous band approximately 7 inches wide and approximately 3/8 inch thick, meeting the requirements of ASTM D 1056, Type 2 A1 or B3 , and shall have a quality retention rating of not less than 70 percent when tested for weather resistance by ozone chamber exposure, Method B of ASTM D 1171. Rubber O-ring gaskets shall be 13/16 inch in diameter for pipe diameters of 36 inches or smaller . Rubber O-ring gaskets shall be 1-3/8 inches in diameter for pipe having 1 inch deep end corrugations. O-rings shall meet the requirements of AASHTO M 198 or ASTM C 443. Flexible plastic gaskets shall conform to requirements of AASHTO M 198, Type B.

b. Connecting Bands: Connecting bands shall be of the type, size and sheet thickness of band, and the size of angles, bolts, rods and lugs as indicated or where not indicated as specified in the applicable standards or specifications for the pipe. Exterior rivet heads in the longitudinal seam under the connecting band shall be countersunk or the rivets shall be omitted and the seam welded. Watertight joints shall be tested and shall meet the test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS.

PART 3 EXECUTION

3.1 EXCAVATION FOR PIPE CULVERTS, STORM DRAINS, AND DRAINAGE STRUCTURES

Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable requirements specified below.

3.1.1 Trenching

The width of trenches at any point below the top of the pipe shall be not greater than the outside diameter of the pipe plus 24 inches to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheeting and bracing, where required, shall be placed

within the trench width as specified. Contractor shall not overexcavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the Government.

3.1.2 Removal of Unstable Material

Where wet or otherwise unstable soil incapable of properly supporting the pipe, as determined by the Contracting Officer, is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with select granular material, compacted as provided in paragraph BACKFILLING. When removal of unstable material is due to the fault or neglect of the Contractor in his performance of shoring and sheeting, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the government.

3.2 BEDDING

The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe.

3.2.1 Concrete Pipe Requirements

When no bedding class is specified or detailed on the drawings, concrete pipe shall be bedded in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe for the entire length of the pipe . When necessary, the bedding shall be tamped. Bell holes and depressions for joints shall be not more than the length, depth, and width required for properly making the particular type of joint.

3.3 PLACING PIPE

Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Pipe shall not be laid in water, and pipe shall not be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.

3.3.1 Concrete Pipe

Laying shall proceed upgrade with spigot ends of bell-and-spigot pipe and tongue ends of tongue-and-groove pipe pointing in the direction of the flow.

3.4 JOINTING

3.4.1 Concrete Pipe

3.4.1.1 Flexible Watertight Joints

Gaskets and jointing materials shall be as recommended by the particular manufacturer in regard to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the

installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe; any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pushed home. If, while the joint is being made the gasket becomes visibly dislocated the pipe shall be removed and the joint remade.

3.5 DRAINAGE STRUCTURES

3.5.1 Manholes and Inlets (Government Furnished)

Construction shall be of reinforced concrete, and precast reinforced concrete complete with frames and covers or gratings.

3.5.2 Walls and Headwalls

Construction shall be as indicated.

3.6 STEEL LADDER INSTALLATION

Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 6 feet vertically, and shall be installed to provide at least 6 inches of space between the wall and the rungs. The wall along the line of the ladder shall be vertical for its entire length.

3.7 BACKFILLING

3.7.1 Backfilling Pipe in Trenches

After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. The fill shall be thoroughly compacted under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding 8 inches.Tests for density shall be made as necessary to ensure conformance to the compaction requirements specified below. Where it is necessary, in the opinion of the Contracting Officer, that sheeting or portions of bracing used be left in place, the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.7.2 Backfilling Pipe in Fill Sections

For pipe placed in fill sections, backfill material and the placement and compaction procedures shall be as specified below. The fill material shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth, and shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming. Prior to commencing normal filling operations, the crown width of the fill at a height of 12 inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe or 12 feet, whichever is less. After the backfill has reached at least 12 inches above the top of the pipe, the remainder of the fill shall be placed

and thoroughly compacted in layers not exceeding 8 inches.

3.7.3 Movement of Construction Machinery

When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced.

3.7.4 Compaction

3.7.4.1 General Requirements

Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands. Cohesive materials include clayey and silty gravels, gravel-silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands. When results of compaction tests for moisture-density relations are recorded on graphs, cohesionless soils will show straight lines or reverse-shaped moisture-density curves, and cohesive soils will show normal moisture-density curves.

3.7.4.2 Minimum Density

Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.

b. Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.

c. Under nontraffic areas, density shall be not less than that of the surrounding material.

3.7.5 Determination of Density

Testing shall be the responsibility of the Contractor and performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. Tests shall be performed in sufficient number to ensure that specified density is being obtained. Laboratory tests for moisture-density relations shall be made in accordance with ASTM D 1557 except that mechanical tampers may be used provided the results are correlated with those obtained with the specified hand tamper. Field density tests shall be determined in accordance with ASTM D 2167 or ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted, if necessary, using the sand cone method as described in paragraph Calibration of the referenced publications. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017 or ASTM D 2922. Test results shall be furnished the Contracting Officer. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed.

3.8 PIPELINE TESTING

Lines shall be tested for leakage by low pressure air or water testing or exfiltration tests, as appropriate. Low pressure air testing for concrete pipes shall conform to ASTM C 924. Low pressure air testing procedures for other pipe materials shall use the pressures and testing times prescribed in ASTM C 828 or ASTM C 924, after consultation with the pipe manufacturer. Testing of individual joints for leakage by low pressure air or water shall conform to ASTM C 1103. Prior to exfiltration tests, the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection. Visible leaks encountered shall be corrected regardless of leakage test results. When the water table is 2 feet or more above the top of the pipe at the upper end of the pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the Contracting Officer. An exfiltration test shall be made by filling the line to be tested with water so that a head of at least 2 feet is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be reestablished. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by the exfiltration test shall not exceed 0.2 gallons per inch in diameter per 100 feet of pipeline per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correcting, and retesting shall be made at no additional cost to the Government.

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SECTION 02821

FENCING
04/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 153/A 153M	(1998) Zinc-Coated (Hot Dip) on Iron and Steel Hardware
ASTM A 392	(1996) Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 491	(1996) Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 780	(1993a) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	(1995) Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link Fence
ASTM C 94	(1998) Ready-Mixed Concrete
ASTM F 626	(1996) Fence Fittings
ASTM F 1043	(1998a) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Chain Link Fence; G-RE.

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the chain link fence and component materials

meet the specified requirements.

PART 2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

ASTM A 392, Class 1 , zinc-coated steel wire with minimum coating weight of 2.0 ounces of zinc per square foot of coated surface, or ASTM A 491, Type I, aluminum-coated steel wire. Fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Fabric height shall be 7 feet . Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 POSTS

2.2.1 Metal Posts for Chain Link Fence

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B and Group II , formed steel sections, shall meet the strength and coating requirements of ASTM F 1043. Group III, ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence.

2.3 BRACES AND RAILS

ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043. Group II , formed steel sections, size 1-21/32 inch, conforming to ASTM F 1043, may be used as braces and rails if Group II line posts are furnished.

2.4 WIRE

2.4.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.5 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.

2.6 CONCRETE

ASTM C 94, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.2 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 2 inch clearance between the bottom of the fabric and finish grade.

3.3 POST INSTALLATION

3.3.1 Posts for Chain Link Fence

Posts shall be set plumb and in alignment. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Concrete shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete shall be allowed to cure for 72 hours prior to attachment of any item to the posts.

3.4 RAILS

3.4.1 Top Rail

Top rail shall be supported at each post to form a continuous brace between terminal posts. Where required, sections of top rail shall be joined using sleeves or couplings that will allow expansion or contraction of the rail.

3.5 BRACES AND TRUSS RODS

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed on fences over 6 feet in height. A center brace or 2 diagonal truss rods shall be installed on 12 foot fences. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal.

3.6 TENSION WIRES

Tension wires shall be installed along the top and bottom of the fence line as required and attached to the terminal posts of each stretch of the fence. Top tension wires shall be installed within the top 4 inches of the installed fabric. Bottom tension wire shall be installed within the bottom 6 inches of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.7 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated.

Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15 inch intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 15 inch intervals and fastened to all rails and tension wires at approximately 12 inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 2 inches plus or minus 1/2 inch above the ground.

3.8 GROUNDING

Fences shall be grounded at each corner, at the closest approach to each building located within 50 feet of the fence, and where the fence alignment changes more than 15 degrees. Grounding locations shall not exceed 650 feet. Fences crossed by powerlines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet on each side of crossing. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 3/4 inch by 10 foot long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 6 inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 12 inches deep and radially from the fence. The top of the electrode shall be not less than 2 feet or more than 8 feet from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms.

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SECTION 02935

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PART 1 GENERAL

1.1 SUMMARY

The specified seed varieties and quantities shall be uniformly distributed over all ground areas disturbed by grading and/or trenching and not otherwise surfaced and in such manner that will produce an even stand of grass over the entire area seeded.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01	(Amend Thru: Aug 1988) Federal Seed Act Regulations (Part 201-202)

COMMERCIAL ITEM DESCRIPTION (CID)

CID A-A-1909	(Basic) Fertilizer

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having no designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Prodcut Data

Erosion Control Material.

Manufacturer's literature discussing physical characteristics, application and installation instructions.

Equipment.

The equipment to be used and calibration test for seed application.

SD-08 Instructions

Application of Pesticide.

Pesticide treatment plan with proposed sequence of pesticide treatment work. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and method of application for all materials; and the name and state license number of the state certified applicator shall be included.

Maintenance Report.

Written record of all maintenance work performed during the turf establishment period shall be submitted to the Contracting Officer.

Turf Establishment Period.

Written calendar time period for the turf establishment period. When there is more than one turf establishment period, the boundaries of the turfed area covered for each period shall be described.

SD-07 Certificates

Certificates of compliance certifying that materials meet the requirements specified, prior to the delivery of materials. Certified copies of the reports for the following materials shall be included:

Seeds; G-RE.

For mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested, and state certification.

Fertilizer.

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis and percent composition. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

Pesticide.

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

1.4 INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

Notify the Contracting Officer, in writing, 10 days prior to the first delivery.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site by the Contracting Officer for conformity to type and quality in accordance with paragraph MATERIALS. Topsoil, Fertilizer, shall be inspected for meeting specified requirements and unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in areas designated by the Contracting Officer. Seed and fertilizer shall be stored in cool, dry locations away from contaminants. Pesticides shall not be stored with other landscape materials.

1.4.4 Handling

1.4.4.1 Materials

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Seeds

2.1.1.1 Seed Classification

State approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

2.1.1.2 Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:

Common Name	Rate of Application
Little Bluestem (Andropogon scoparius)	8 lbs. per acre
Western Wheatgrass (Agropyron smithii)	4 lbs. per acre
Sideoats Grama-Pierre strain (Bouteloua curtipendula)	2 lb. per acre
Intermediate Wheatgrass (Agropyron intermedium)	4 lbs. per acre
Crested Wheatgrass (Agropyron cristatum)	2 lb. per acre
Slender Wheatgrass (Agropyron pauciflorim)	4 lbs. per acre
Total Pounds Pure Live Seed per Acre	24 lbs. per acre

Nurse Crop (Mixed with above) Spring Planting 5 pounds per acre
Dormant Planting 15 pounds per acre

2.1.1.3 Quality

Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.

2.1.1.4 Temporary Seed

The temporary seed for erosion control shall be as follows:

Common Name	Pounds Pure Live Seed per Acre

Annual Rye Grass 43

2.1.1.5 Seed Mixing

The mixing of seed shall be performed by the Seed Supplier prior to delivery on site. Bulk quantities of seed shall be labeled as required in the paragraph Seed Classification.

2.1.1.6 Commercial Seed Formula

The following formula shall be used to determine the amount of commercial seed required to provide in each kind of seed the specified quantities of Pure Live Seed with Purity and Germination expressed as whole numbers:

$$\frac{\text{Pounds Pure Live Seed} \times 100 \times 100}{\text{Purity} \times \text{Germination}} = \text{Pounds of Seed Required}$$

2.1.2 Soil Amendments

Soil amendments shall consist of fertilizer meeting the following requirements.

2.1.2.1 Fertilizer

Fertilizer shall be commercial grade, free flowing, low in salts, uniform in composition and conforming to CID A-A-1909. Granular Fertilizer: Consists of nitrogen-phosphorus-potassium, ratio: 16 parts nitrogen, 48 parts phosphorus, and 0 parts potassium.

2.1.3 Topsoil

If additional topsoil is required beyond that available from grading operations, it shall be furnished by the Contractor and shall be a natural, friable soil representative of productive soils in the vicinity, and approved by the Contracting Officer. It shall be obtained from well-drained areas and shall be free of any admixture of subsoil, foreign matter, objects larger than 2 inches in any dimension, toxic substances, and any material or substance that may be harmful to plant growth.

2.1.4 Mulch

The Contractor shall use hay, straw or hydromulch on all seeded surfaces. All other mulch materials and/or methods of application shall be approved by the Contracting Officer. Mulch shall be free from weeds, mold, and other objectionable materials.

2.1.4.1 Straw

Straw Mulch shall be long stem threshed straw of oats, wheat or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of the material to be 10 inches or longer. Straw shall be in an air-dry condition and suitable for placing with blower equipment.

2.1.4.2 Hay

Hay shall be native prairie hay furnished in an air-dry condition suitable for placing with commercial mulch-blowing equipment. Hay shall be free of

noxious weeds, mold or other objectionable material.

2.1.5 Water

Water shall not contain elements toxic to plant life and shall be obtained from an approved source prior to use.

2.1.6 Pesticide

The pesticide material shall be EPA registered and approved Herbicide.

2.1.7 Erosion Control Material

Soil erosion shall conform to the following:

2.1.7.1 Soil Erosion Control Net

All slopes steeper than or equal to 3 horizontal to 1 vertical will require an erosion control net installed over the mulch material. Machine produced net of a biodegradable plastic mesh or interwoven thread specifically manufactured for this purpose.

2.1.7.2 Anchors

Erosion control anchors material shall be as recommended by the manufacturer for the type of erosion control material used.

2.1.7.3 Soil Erosion Control Fence

Silt fencing shall be made of a strong rot-proof synthetic fiber. The fibers shall be resistant to deterioration due to ultraviolet light and heat exposure. The synthetic fibers shall be woven into a fabric. Low porosity silt fence shall be the same as or equal to Propex-Silt Stop, Mirafi 700x, or Beltech 755 or approved equal. Backing for silt fencing shall consist of 6" square type woven wire stock fencing with studded "T" steel fence posts 6 feet long.

PART 3 EXECUTION

3.1 SEEDING TIMES AND CONDITIONS

3.1.1 Seeding Time

3.1.1.1 Field Seed

Seed shall be sown for spring planting from April 1 to June 15 and for dormant planting from Oct 1 to Nov 1.

3.1.2 Environmental Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the operations, proposed times shall be submitted to and approved by the Contracting Officer.

3.2 SITE PREPARATION

3.2.1 Grading

The Contracting Officer shall verify that finished grades are as indicated on the drawings, and the placing of topsoil and smooth grading have been completed. Any deviations therefrom shall be corrected prior to seeding. Soil used for repair of erosion and correction of grade deficiencies shall conform to that specified in the paragraph Topsoil.

3.2.2 Tillage

3.2.2.1 Minimum Depth

Soil on slopes gentler than 3-horizontal-to-1-vertical shall be tilled to a minimum depth of 6 inches. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum depth of 2 inches by scarifying with heavy rakes, rotating chains drawn by tractor from the top of the slope or by other approved methods. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required.

3.2.3 Finished Grading

3.2.3.1 Preparation

Turf areas shall be filled as needed or have surplus soil removed to attain the finished grade. Drainage patterns shall be maintained as indicated on drawings. Turf areas compacted by construction operations shall be completely pulverized by tillage. Finished grades adjacent to walks, curbs, pavements, shall be 1 inch below the adjoining surfaced area. New soil surfaces shall be blended to meet existing soil surfaces.

3.2.3.2 Field Area Debris

Field areas shall have debris and stones larger than 3 inches in any dimension removed from the surface.

3.2.3.3 Protection

Finished graded areas shall be protected from damage by vehicular or pedestrian traffic and erosion.

3.2.4 Application of Soil Amendments

3.2.4.1 Fertilizer

Fertilizer shall be applied at a rate of 200 pounds of fertilizer mix per acre for field seeding. Fertilizer shall be incorporated into the soil to a minimum depth of 3 inches.

3.3 SEEDING

3.3.1 General

Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to

restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.2 Equipment

The equipment to be used and the methods of seeding shall be subject to the inspection and approval of the Contracting Officer prior to commencement of seeding operations. Immediately prior to the commencement of seeding operations, the Contractor shall conduct seeding equipment calibration tests in the presence of the Contracting Officer.

3.3.3 Applying Seed

All seed shall be drill seeded unless when approved by the Contracting Officer the slope of the seeded area is too steep of small for the drill equipment to operate.

3.3.3.1 Broadcast Seeding

Seed shall be uniformly broadcast at twice the rates specified using broadcast seeders. Half of seed shall be broadcast in one direction, and the remainder at right angles to the first direction. Seed shall be covered to an average depth of 1/4 inch but no more than 3/4 inch by disk harrow, steel mat drag, cultipacker, or other approved device. When broadcast seeded the seed mix quantity shall be applied at twice the rate specified.

3.3.3.2 Drill Seeding

Field seed shall be uniformly drilled to an average depth of 1/2-inch at the rate specified using a Tye, Truax, John Deere Rangeland drill, Brillion or similar. Seeds planted in rows shall be no more than 6 inches apart.

3.3.3.3 Rolling

Immediately after seeding, except for slopes 3-horizontal-to-1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.

3.3.4 Mulching

Mulching shall be performed the same day as seeding. Unless specified otherwise mechanical anchoring of mulch shall be performed.

3.3.4.1 Straw or Hay Mulch

Straw or hay mulch shall be spread uniformly, in a continuous blanket, at the rate of 2 tons per acre for hay or straw. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall not be bunched. All seeded areas shall be mulched on the same day as the seeding.

3.3.4.2 Mechanical Anchoring

Immediately following spreading, the mulch shall be anchored to the soil by a V-type-wheel land packer, a scalloped-disk land packer designed to force

mulch into the soil surface a minimum of 3 inches, or other suitable equipment.

3.3.5 Watering

Watering of seeded areas shall be required and begun immediately after the seeding operations have been completed. All areas shall receive a minimum of 2 inches of rain per week total. The ground shall not be allowed to dry out for more than 1 day between watering.

3.3.6 Temporary Turf Cover

3.3.6.1 General

When there are contract delays in the turfing operation or a quick cover is required to prevent erosion, the areas designated for turf shall be seeded with a temporary seed as directed by the Contracting Officer.

3.3.6.2 Application

When no other turfing materials have been applied, the quantity of one half of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. Seed shall be uniformly broadcast and applied at the rate specified.

3.4 EROSION CONTROL MATERIAL

The surface of ditches and slopes to receive soil erosion control material shall be finished to a smooth and even condition with all debris, roots, stones and lumps raked out and removed.

3.4.1 Erosion Control Net

Soil erosion control net shall be unrolled on newly seeded and mulched areas. Apply wire staples vertically through the net into the ground, keeping the net taut against the anchor staples. Erosion control net placement shall be accomplished without damage to the installed mulch or distortion of established grades. Erosion control net shall be installed in accordance with the manufacturer's recommendations.

3.4.2 Erosion Control Fence

Soil Erosion Control Fence shall be installed where indicated in those areas required by the Contracting Officer for control of sheet or gully erosion. A six inch deep trench shall be dug just outside the posts for the full length of the silt fence. Set the studded "T" posts a maximum of 6 feet on center. Drive the posts into the ground so that no more than 3 feet protrude above the ground. Attach the woven wire fence to the posts, then the fabric to the fencing, and place the fabric into the trench backfill and compact the soil. All splice joints shall overlap a minimum of 18 inches.

3.4.3 Maintenance

The erosion control material shall be maintained until all work on the entire contract or designated portion thereof has been completed and accepted. Maintenance shall consist of the repair of eroded areas and the repair or replacement and restapling of loose or undermined erosion control material, including reseeding. The Contractor shall remove the silt on the

uphill side of the Silt Fence whenever the silt is within 18 inches of the top of the fence. The silt fence shall be removed at the completion of the project. Silt shall be removed and disposed of as directed by the Contracting Officer. Areas where silt has been removed shall be reseeded and remulched as specified.

3.5 APPLICATION OF PESTICIDE

When necessary to remove weeds, a state-certified applicator shall apply required pesticide in accordance with EPA label restrictions and recommendations. Hydraulic equipment shall be provided for the liquid application of a pesticide with leak proof tank, positive agitation methods, contrlooed application pressure and metering gauages. A pesticide plan shall be provided to the Contracting Officer as stated in paragraph SUBMITTALS. Cost for pesticide application will be paid for under the CHANGES, CONTRACT CLAUSES CONSTRUCTION.

3.6 RESTORATION AND CLEAN UP

3.6.1 Restoration

Existing turf areas, pavements and facilities that have been damaged from the turfing operation shall be restored to original condition at Contractor's expense.

3.6.2 Clean Up

Excess and waste material shall be removed from the planting operation and shall be disposed of off the site. Adjacent paved areas shall be cleaned.

3.7 PROTECTION OF TURFED AREAS

Immediately after mulching operations have been completed, the area shall be protected against traffic or other use by erecting barricades and providing signage as required or as directed by the Contracting Officer to provide protection against traffic and trespass.

3.8 TURF ESTABLISHMENT PERIOD

3.8.1 Commencement

The Turf Establishment Period for establishing a healthy stand of turf shall begin on the first day of work under this contract and shall end 60 sixty days after the last day of mulching operations required by this contract or until all work on this entire Contract has been completed and accepted, whichever period is longer.

3.8.1.1 Satisfactory Stand of Turf

A satisfactory stand of turf for a field seeded area is defined as having a minimum of 40 grass plants per square foot The total bare spots shall not exceed 5 percent of the total seeded area.

3.8.2 Maintenance During Turf Establishment Period

3.8.2.1 General

Maintenance of the turfed areas shall include eradicating weeds, eradicating insects and diseases, protecting embankments and ditches from erosion, maintaining mulch, protecting turfed areas from traffic.

3.8.2.2 Pesticide

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE. Pesticide shall not be applied within 3 weeks of grass seed germination and shall meet all Federal, DOD and State guidelines. Pesticide application shall occur when in the opinion of the Contracting Officer the level of weed occurrence exceeds 20% of the stand or an unacceptable level. The type of pesticide used shall be based upon the type of weed or grass that needs to be removed.

3.8.2.3 Repair

The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.

3.8.2.4 Maintenance Report

A written record shall be furnished to the Contracting Officer of the maintenance work performed. Report shall indicate all dates and procedures performed including pesticide applications, maintaining of erosion control fences, removal of silt, replacement of seeded and mulched areas, etc.

3.9 FINAL ACCEPTANCE

See specification SECTION 01451 CONTRACTOR QUALITY CONTROL, for final inspection and acceptance.

-- End of Section --

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SECTION 03100

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05/98

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SECTION 03100

STRUCTURAL CONCRETE FORMWORK
05/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 347R	(1994) Guide to Formwork for Concrete

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1	(1996) Voluntary Product Standard - Construction and Industrial Plywood

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Design; .

Design analysis and calculations for form design and methodology used in the design.

Form Materials;

Manufacturer's data including literature describing form materials, accessories, and form releasing agents.

SD-04 Drawings

Concrete Formwork;

Drawings showing details of formwork, including dimensions of fiber voids, joints, supports, studding and shoring, and sequence of form and shoring removal.

SD-06 Instructions

Form Releasing Agents;

Manufacturer's recommendation on method and rate of application of form

releasing agents.

1.3 DESIGN

Formwork shall be designed in accordance with methodology of ACI 347R for anticipated loads, lateral pressures, and stresses. Forms shall be capable of producing a surface which meets the requirements of the class of finish specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Forms shall be capable of withstanding the pressures resulting from placement and vibration of concrete.

PART 2 PRODUCTS

2.1 FORM MATERIALS

2.1.1 Forms For Class B Finish

Forms for Class B finished surfaces shall be plywood panels conforming to DOC PS 1, Grade B-B concrete form panels, Class I or II. Other form materials or liners may be used provided the smoothness and appearance of concrete produced will be equivalent to that produced by the plywood concrete form panels. Forms for round columns shall be the prefabricated seamless type.

2.1.2 Forms For Class D Finish

Forms for Class D finished surfaces, except where concrete is placed against earth, shall be wood or steel or other approved concrete form material.

2.1.3 Form Ties

Form ties shall be factory-fabricated metal ties, shall be of the removable or internal disconnecting or snap-off type, and shall be of a design that will not permit form deflection and will not spall concrete upon removal. The part of ties remaining in the concrete shall terminate not less than 2 inches from any concrete surface exposed to water or view. Solid backing shall be provided for each tie. Except where removable tie rods are used, ties shall not leave holes in the concrete surface more than 1 inch in diameter. Removable tie rods shall be not more than 1-1/2 inches in diameter.

2.1.4 Form Releasing Agents

Form releasing agents shall be commercial formulations that will not bond with, stain or adversely affect concrete surfaces. Agents shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Formwork

Forms shall be mortar tight, properly aligned and adequately supported to produce concrete surfaces meeting the surface requirements specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE and conforming to

construction tolerance given in TABLE 1. Where concrete surfaces are to have a Class B finish, joints in form panels shall be arranged as approved. Where forms for continuous surfaces are placed in successive units, the forms shall fit over the completed surface to obtain accurate alignment of the surface and to prevent leakage of mortar. Forms shall not be reused if there is any evidence of surface wear and tear or defects which would impair the quality of the surface. Surfaces of forms to be reused shall be cleaned of mortar from previous concreting and of all other foreign material before reuse. Form ties that are to be completely withdrawn shall be coated with a nonstaining bond breaker.

3.2 CHAMFERING

Except as otherwise shown, external corners that will be exposed shall be chamfered, beveled, or rounded by moldings placed in the forms.

3.3 COATING

Forms for Class B finished surfaces shall be coated with a form releasing agent before the form or reinforcement is placed in final position. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for and D finished surfaces may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.

3.4 REMOVAL OF FORMS

Forms shall be removed preventing injury to the concrete and ensuring the complete safety of the structure. Formwork for columns, walls, side of beams and other parts not supporting the weight of concrete may be removed when the concrete has attained sufficient strength to resist damage from the removal operation but not before at least 24 hours has elapsed since concrete placement. Supporting forms and shores shall not be removed from beams, floors and walls until the structural units are strong enough to carry their own weight and any other construction or natural loads. Supporting forms or shores shall not be removed before the concrete strength has reached 70 percent of design strength, as determined by field cured cylinders or other approved methods. This strength shall be demonstrated by job-cured test specimens, and by a structural analysis considering the proposed loads in relation to these test strengths and the strength of forming and shoring system. The job-cured test specimens for form removal purposes shall be provided in numbers as directed and shall be in addition to those required for concrete quality control. The specimens shall be removed from molds at the age of 24 hours and shall receive, insofar as possible, the same curing and protection as the structures they represent.

TABLE 1

TOLERANCES FOR FORMED SURFACES

1. Variations from the plumb:	In any 10 feet of length ---------- 1/4 inch
a. In the lines and surfaces of columns,	Maximum for entire length ---------- 1 inch

TABLE 1

TOLERANCES FOR FORMED SURFACES

piers, walls and in arises	
b. For exposed corner columns,control-joint grooves, and other conspicuous lines	In any 20 feet of length ---------- ---- 1/4 inch Maximum for entire length---------- 1/2 inch
2. Variation from the level or from the grades indicated on the drawings:	In any 10 feet of length ----------1/4 inch In any bay or in any 20 feet of length---------- 3/8 inch
a. In slab soffits, ceilings, beam soffits, and in arises, measured before removal of supporting shores	Maximum for entire length ---------- 3/4 inch
b. In exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines	In any bay or in any 20 feet of length ---------- ----- 1/4 inch Maximum for entire length---------- 1/2 inch
3. Variation of the linear building lines from established position in plan	In any 20 feet --------- 1/2 inch Maximum ----------1 inch
4. Variation of distance between walls, columns, partitions	1/4 inch per 10 feet of distance, but not more than 1/2 inch in any one bay,and not more than 1 inch total variation
5. Variation in the sizes and locations of sleeves, floor openings, and wall opening	Minus ---------- 1/4 inch Plus ---------- 1/2 inch
6. Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls	Minus ---------- 1/4 inch Plus ---------- 1/2 inch
7. Footings:	
a. Variation of dimensions in plan	Minus ---------- 1/2 inch Plus ---------- 2 inches when formed or plus 3 inches when placed against unformed excavation

TABLE 1

TOLERANCES FOR FORMED SURFACES

b. Misplacement of eccentricity	2 percent of the footing width in the direction of misplacement but not more than 2 inches	
c. Reduction in thickness of specified thickness	Minus ----------	5 percent
8. Variation in steps:	Riser ----------	1/8 inch
a. In a flight of stairs	Tread ----------	1/4 inch
b. In consecutive steps	Riser ----------	1/16 inch
	Tread ----------	1/8 inch

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09/97

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SECTION 03200

CONCRETE REINFORCEMENT
09/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 184/A 184M	(1996) Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 706/A 706M	(1998) Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

AMERICAN WELDING SOCIETY (AWS)

AWS D1.4	(1998) Structural Welding Code - Reinforcing Steel

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

CRSI MSP-1	(1996) Manual of Standard Practice

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Concrete Reinforcement System; G-ED.

Detail drawings showing reinforcing steel placement, schedules, sizes, grades, and splicing and bending details. Drawings shall show support details including types, sizes and spacing.

SD-08 Statements

Welding; .

A list of qualified welders names.

SD-13 Certificates

Reinforcing Steel; G-RE.

Certified copies of mill reports attesting that the reinforcing steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified herein, prior to the installation of reinforcing steel.

1.3 WELDING

Welders shall be qualified in accordance with AWS D1.4. Qualification test shall be performed at the worksite and the Contractor shall notify the Contracting Officer 24 hours prior to conducting tests. Special welding procedures and welders qualified by others may be accepted as permitted by AWS D1.4.

1.4 DELIVERY AND STORAGE

Reinforcement and accessories shall be stored off the ground on platforms, skids, or other supports.

PART 2 PRODUCTS

2.1 DOWELS

Dowels shall conform to ASTM A 675/A 675M, Grade 80. Steel pipe conforming to ASTM A 53, Schedule 80, may be used as dowels provided the ends are closed with metal or plastic inserts or with mortar.

2.2 FABRICATED BAR MATS

Fabricated bar mats shall conform to ASTM A 184/A 184M.

2.3 REINFORCING STEEL

Reinforcing steel shall be deformed bars conforming to ASTM A 615/A 615M or ASTM A 706/A 706M, grades and sizes as indicated.

2.4 WIRE TIES

Wire ties shall be 16 gauge or heavier black annealed steel wire.

2.5 SUPPORTS

Bar supports for formed surfaces shall be designed and fabricated in accordance with CRSI MSP-1 and shall be steel or precast concrete blocks. Precast concrete blocks shall have wire ties and shall be not less than 4 inches square when supporting reinforcement on ground. Precast concrete block shall have compressive strength equal to that of the surrounding concrete. Where concrete formed surfaces will be exposed to weather or where surfaces are to be painted, steel supports within 1/2 inch of concrete surface shall be galvanized, plastic protected or of stainless steel. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface. For slabs on grade, supports shall be precast concrete blocks, plastic coated steel fabricated with bearing plates, or specifically designed wire-fabric supports fabricated of

plastic.

PART 3 EXECUTION

3.1 REINFORCEMENT

Reinforcement shall be fabricated to shapes and dimensions shown and shall conform to the requirements of ACI 318/318R. Reinforcement shall be cold bent unless otherwise authorized. Bending may be accomplished in the field or at the mill. Bars shall not be bent after embedment in concrete. Safety caps shall be placed on all exposed ends of vertical concrete reinforcement bars that pose a danger to life safety. Wire tie ends shall face away from the forms.

3.1.1 Placement

Reinforcement shall be free from loose rust and scale, dirt, oil, or other deleterious coating that could reduce bond with the concrete. Reinforcement shall be placed in accordance with ACI 318/318R at locations shown plus or minus one bar diameter. Reinforcement shall not be continuous through expansion joints and shall be as indicated through construction or contraction joints. Concrete coverage shall be as required by ACI 318/318R except where greater cover is indicated. If bars are moved more than one bar diameter to avoid interference with other reinforcement, conduits or embedded items, the resulting arrangement of bars, including additional bars required to meet structural requirements, shall be approved before concrete is placed.

3.1.2 Splicing

Splices of reinforcement shall conform to ACI 318/318R and shall be made only as required or indicated. Splicing shall be by lapping or by mechanical or welded butt connection; except that lap splices shall not be used for bars larger than No. 11 unless otherwise indicated. Welding shall conform to AWS D1.4. Welded butt splices shall be full penetration butt welds. Lapped bars shall be placed in contact and securely tied or spaced transversely apart to permit the embedment of the entire surface of each bar in concrete. Lapped bars shall not be spaced farther apart than one-fifth the required length of lap or 6 inches. Mechanical butt splices shall be in accordance with the recommendation of the manufacturer of the mechanical splicing device. Butt splices shall develop 125 percent of the specified minimum yield tensile strength of the spliced bars or of the smaller bar in transition splices. Bars shall be flame dried before butt splicing. Adequate jigs and clamps or other devices shall be provided to support, align, and hold the longitudinal centerline of the bars to be butt spliced in a straight line.

3.2 WELDED-WIRE FABRIC PLACEMENT

Welded-wire fabric shall be placed in slabs as indicated. Fabric shall be positioned by the use of supports.

3.3 DOWEL INSTALLATION

Dowels shall be installed in slabs on grade at locations indicated and at right angles to joint being doweled. Dowels shall be accurately positioned and aligned parallel to the finished concrete surface before concrete placement. Dowels shall be rigidly supported during concrete placement. One end of dowels shall be coated with a bond breaker.

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09/95

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SECTION 03300

CAST-IN-PLACE STRUCTURAL CONCRETE
09/95

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 117/117R	(1990; Errata) Standard Tolerances for Concrete Construction and Materials
ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 214.3R	(1988) Simplified Version of the Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 305R	(1991) Hot Weather Concreting

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 182	(1991) Burlap Cloth Made From Jute or Kenaf

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31/C 31M	(1996) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1997) Concrete Aggregates
ASTM C 39	(1996) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42	(1994) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete

ASTM C 150	(1997) Portland Cement
ASTM C 171	(1997) Sheet Materials for Curing Concrete
ASTM C 172	(1997) Sampling Freshly Mixed Concrete
ASTM C 192/C 192M	(1995) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1995) Air-Entraining Admixtures for Concrete
ASTM C 309	(1997) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 595	(1995a) Blended Hydraulic Cements
ASTM C 618	(1997) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 881	(1990) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C 940	(1989) Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM C 1064	(1986; R 1993) Temperature of Freshly Mixed Portland Cement Concrete
ASTM C 1077	(1997) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 75	(1987; R 1992) Sampling Aggregates

CORPS OF ENGINEERS (COE)

COE CRD-C 94	(1995) Surface Retarders
COE CRD-C 104	(1980) Method of Calculation of the Fineness Modulus of Aggregate
COE CRD-C 400	(1963) Requirements for Water for Use in Mixing or Curing Concrete
COE CRD-C 521	(1981) Standard Test Method for Frequency and Amplitude of Vibrators for Concrete

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST HB 44	(1997) NIST Handbook 44: Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA CPMB 100	(1990) Concrete Plant Standards
NRMCA TMMB 100	(1994) Truck Mixer Agitator and Front Discharge Concrete Carrier Standards
NRMCA QC 3	(1984) Quality Control Manual: Section 3, Plant Certifications Checklist: Certification of Ready Mixed Concrete Production Facilities

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Mixture Proportions; G-ED.

The results of trial mixture design studies along with a statement giving the maximum nominal coarse aggregate size and the proportions of ingredients that will be used in the manufacture of each strength or class of concrete, at least 14 days prior to commencing concrete placing operations. Aggregate weights shall be based on the saturated surface dry condition. The statement shall be accompanied by test results from an approved independent commercial testing laboratory, showing that mixture design studies have been made with materials proposed for the project and that the proportions selected will produce concrete of the qualities indicated. No substitutions shall be made in the materials used in the mixture design studies without additional tests to show that the quality of the concrete is satisfactory.

Dowel installation procedure; G-ED

Procedure and equipment used for drilling existing concrete and installing reinforcing dowels in existing concrete.

SD-09 Reports

Testing and Inspection for Contractor Quality Control; G-RE.

Certified copies of laboratory test reports, including mill tests and all other test data, for portland cement, blended cement, pozzolan, ground granulated blast furnace slag, silica fume, aggregate, admixtures, epoxy-resin materials, and curing compound proposed for use on this project.

SD-13 Certificates

Qualifications; G-RE.

Written documentation for Contractor Quality Control personnel.

1.3 QUALIFICATIONS

Contractor Quality Control personnel assigned to concrete construction shall be American Concrete Institute (ACI) Certified Workmen in one of the following grades or shall have written evidence of having completed similar qualification programs:

Concrete Field Testing Technician, Grade I
Concrete Laboratory Testing Technician, Grade I or II
Concrete Construction Inspector, Level II
Concrete Transportation Construction Inspector or
Reinforced Concrete Special Inspector, Jointly certified by American Concrete Institute (ACI), Building Official and Code Administrators International (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International (SBCCI).

The foreman or lead journeyman of the flatwork finishing crew shall have similar qualification for ACI Concrete Flatwork Technician/Finisher or equal, with written documentation.

1.4 SPECIAL REQUIREMENTS

A pre-installation meeting with the Contracting Officer will be required at least 10 days prior to start of construction. The Contractor shall be responsible for calling the meeting; the Project Superintendent and active installation personnel shall be present.

1.5 GENERAL REQUIREMENTS

1.5.1 Tolerances

Except as otherwise specified herein, tolerances for concrete batching, mixture properties, and construction as well as definition of terms and application practices shall be in accordance with ACI 117/117R. Level and grade tolerance measurements of slabs shall be made as soon as possible after finishing; when forms or shoring are used, the measurements shall be made prior to removal.

1.5.2 Strength Requirements and w/c Ratio

1.5.2.1 Strength Requirements

Specified compressive strength (f'c) shall be as follows:

COMPRESSIVE STRENGTH	STRUCTURE OR PORTION OF STRUCTURE
4000 psi at 28 days	all concrete

Concrete made with high-early strength cement shall have a 7-day strength equal to the specified 28-day strength for concrete made with Type I or II portland cement. Compressive strength shall be determined in accordance with ASTM C 39.

a. Evaluation of Concrete Compressive Strength. Compressive strength specimens (6 by 12 inch cylinders) shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31/C 31M and tested in accordance with ASTM C 39. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified compressive strength f'c and no individual test result falls below the specified strength f'c by more than 500 psi. A "test" is defined as the average of two companion cylinders, or if only one cylinder is tested, the results of the single cylinder test. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient.

b. Investigation of Low-Strength Compressive Test Results. When any strength test of standard-cured test cylinders falls below the specified strength requirement by more than 500 psi or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load-carrying capacity of the structure is not jeopardized. When the strength of concrete in place is considered potentially deficient, cores shall be obtained and tested in accordance with ASTM C 42. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location of cores will be determined by the Contracting Officer to least impair the strength of the structure. Concrete in the area represented by the core testing will be considered adequate if the average strength of the cores is equal to at least 85 percent of the specified strength requirement and if no single core is less than 75 percent of the specified strength requirement. Non-destructive tests (tests other than test cylinders or cores) shall not be used as a basis for acceptance or rejection. The Contractor shall perform the coring and repair the holes. Cores will be tested by the Government.

1.5.2.2 Water-Cement Ratio

Maximum water-cement ratio (w/c) for normal weight concrete shall be as follows:

WATER-CEMENT RATIO, BY WEIGHT	STRUCTURE OR PORTION OF STRUCTURE
0.45	all work

These w/c's may cause higher strengths than that required above for compressive or flexural strength. The maximum w/c required will be the equivalent w/c as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace

slag (GGBF slag) by the weight equivalency method as described in ACI 211.1. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations of ACI 211.1 for the term P which is used to denote the weight of pozzolan.

1.5.3 Air Entrainment

Except as otherwise specified for lightweight concrete, all normal weight concrete shall be air entrained to contain between 4 and 7 percent total air, except that when the nominal maximum size coarse aggregate is 3/4 inch or smaller it shall be between 4.5 and 7.5 percent. Concrete with specified strength over 5000 psi may have 1.0 percent less air than specified above. Specified air content shall be attained at point of placement into the forms. Air content for normal weight concrete shall be determined in accordance with ASTM C 231.

1.5.4 Slump

Slump of the concrete, as delivered to the point of placement into the forms, shall be within the following limits. Slump shall be determined in accordance with ASTM C 143.

Structural Element	Slump Minimum	Slump Maximum
Walls, columns and beams	2 in.	4 in.
Foundation walls, substructure walls, footings, slabs	1 in.	3 in.
Any structural concrete approved for placement by pumping:		
At pump	2 in.	6 in.
At discharge of line	1 in.	4 in.

1.5.5 Concrete Temperature

The temperature of the concrete as delivered shall not exceed 90 degrees F. When the ambient temperature during placing is 40 degrees F or less, or is expected to be at any time within 6 hours after placing, the temperature of the concrete as delivered shall be between 55 and 75 degrees F.

1.5.6 Size of Coarse Aggregate

The largest feasible nominal maximum size aggregate (NMSA) specified in paragraph AGGREGATES shall be used in each placement. However, nominal maximum size of aggregate shall not exceed any of the following: three-fourths of the minimum cover for reinforcing bars, three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.

1.6 MIXTURE PROPORTIONS

Concrete shall be composed of portland cement, other cementitious and

pozzolanic materials as specified, aggregates, water and admixtures as specified.

1.6.1 Proportioning Studies for Normal Weight Concrete

Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified shall be the responsibility of the Contractor. Except as specified for flexural strength concrete, mixture proportions shall be based on compressive strength as determined by test specimens fabricated in accordance with ASTM C 192/C 192M and tested in accordance with ASTM C 39. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test reports indicating compliance with these specifications. Trial mixtures having proportions, consistencies, and air content suitable for the work shall be made based on methodology described in ACI 211.1, using at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cement ratios required in the paragraph Maximum Allowable w/c Ratio will be the equivalent water-cement ratio as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in ACI 211.1. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations in ACI 211.1 for the term P, which is used to denote the weight of pozzolan. If pozzolan is used in the concrete mixture, the minimum pozzolan content shall be 15 percent by weight of the total cementitious material, and the maximum shall be 35 percent. Laboratory trial mixtures shall be designed for maximum permitted slump and air content. Separate sets of trial mixture studies shall be made for each combination of cementitious materials and each combination of admixtures proposed for use. No combination of either shall be used until proven by such studies, except that, if approved in writing and otherwise permitted by these specifications, an accelerator or a retarder may be used without separate trial mixture study. Separate trial mixture studies shall also be made for concrete for any conveying or placing method proposed which requires special properties and for concrete to be placed in unusually difficult placing locations. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio, at least three test cylinders for each test age shall be made and cured in accordance withASTM C 192/C 192M. They shall be tested at 7 and 28 days in accordance with ASTM C 39. From these test results, a curve shall be plotted showing the relationship between water-cement ratio and strength for each set of trial mix studies. In addition, a curve shall be plotted showing the relationship between 7 day and 28 day strengths. Each mixture shall be designed to promote easy and suitable concrete placement, consolidation and finishing, and to prevent segregation and excessive bleeding. All mixtures shall include water reducing admixture.

1.6.2 Average Compressive Strength Required for Mixtures

The mixture proportions selected during mixture design studies shall produce a required average compressive strength (f'cr) exceeding the specified compressive strength (f'c) by the amount indicated below. This required average compressive strength, f'cr, will not be a required acceptance criteria during concrete production. However, whenever the daily average compressive strength at 28 days drops below f'cr during concrete production, or daily average 7-day strength drops below a strength

correlated with the 28-day f'cr, the mixture shall be adjusted, as approved, to bring the daily average back up to f'cr. During production, the required f'cr shall be adjusted, as appropriate, based on the standard deviation being attained on the job.

1.6.2.1 Computations from Test Records

Where a concrete production facility has test records, a standard deviation shall be established in accordance with the applicable provisions of ACI 214.3R. Test records from which a standard deviation is calculated shall represent materials, quality control procedures, and conditions similar to those expected; shall represent concrete produced to meet a specified strength or strengths (f'c) within 1,000 psi of that specified for proposed work; and shall consist of at least 30 consecutive tests. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days. Required average compressive strength f'cr used as the basis for selection of concrete proportions shall be the larger of the equations that follow using the standard deviation as determined above:

f'cr = f'c + 1.34S where units are in psi

f'cr = f'c + 2.33S - 500 where units are in psi

Where S = standard deviation

Where a concrete production facility does not have test records meeting the requirements above but does have a record based on 15 to 29 consecutive tests, a standard deviation shall be established as the product of the calculated standard deviation and a modification factor from the following table:

NUMBER OF TESTS	MODIFICATION FACTOR FOR STANDARD DEVIATION
15	1.16
20	1.08
25	1.03
30 or more	1.00

1.6.2.2 Computations without Previous Test Records

When a concrete production facility does not have sufficient field strength test records for calculation of the standard deviation, the required average strength f'cr shall be determined as follows:

a. If the specified compressive strength f'c is less than 3,000 psi,

f'cr = f'c + 1000 psi

b. If the specified compressive strength f'c is 3,000 to 5,000 psi,

f'cr = f'c + 1,200 psi

c. If the specified compressive strength f'c is over 5,000 psi,

f'cr = f'c + 1,400 psi

1.7 STORAGE OF MATERIALS

Cement and other cementitious materials shall be stored in weathertight buildings, bins, or silos which will exclude moisture and contaminants and keep each material completely separated. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of aggregates. Aggregate shall not be stored directly on ground unless a sacrificial layer is left undisturbed. Reinforcing bars and accessories shall be stored above the ground on platforms, skids or other supports. Other materials shall be stored in such a manner as to avoid contamination and deterioration. Admixtures which have been in storage at the project site for longer than 6 months or which have been subjected to freezing shall not be used unless retested and proven to meet the specified requirements. Materials shall be capable of being accurately identified after bundles or containers are opened.

1.8 GOVERNMENT ASSURANCE INSPECTION AND TESTING

Day-to day inspection and testing shall be the responsibility of the Contractor Quality Control (CQC) staff. However, representatives of the Contracting Officer can and will inspect construction as considered appropriate and will monitor operations of the Contractor's CQC staff. Government inspection or testing will not relieve the Contractor of any of his CQC responsibilities.

1.8.1 Materials

The Government will sample and test aggregates, cementitious materials, other materials, and concrete to determine compliance with the specifications as considered appropriate. The Contractor shall provide facilities and labor as may be necessary for procurement of representative test samples. Samples of aggregates will be obtained at the point of batching in accordance with ASTM D 75. Other materials will be sampled from storage at the jobsite or from other locations as considered appropriate. Samples may be placed in storage for later testing when appropriate.

1.8.2 Fresh Concrete

Fresh concrete will be sampled as delivered in accordance with ASTM C 172 and tested in accordance with these specifications, as considered necessary.

1.8.3 Hardened Concrete

Tests on hardened concrete will be performed by the Government when such tests are considered necessary.

1.8.4 Inspection

Concrete operations may be tested and inspected by the Government as the project progresses. Failure to detect defective work or material will not prevent rejection later when a defect is discovered nor will it obligate the Government for final acceptance.

PART 2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

Cementitious Materials shall be portland cement, portland-pozzolan cement,

portland blast-furnace slag cement, or portland cement in combination with pozzolan or ground granulated blast furnace slag or silica fume and shall conform to appropriate specifications listed below. Use of cementitious materials in concrete which will have surfaces exposed in the completed structure shall be restricted so there is no change in color, source, or type of cementitious material.

2.1.1 Portland Cement

ASTM C 150, Type I, low alkali with a maximum 15 percent amount of tricalcium aluminate, or Type II,low alkali, including false set requirements.

2.1.2 High-Early-Strength Portland Cement

ASTM C 150, Type III with tricalcium aluminate limited to 5 percent, low alkali. Type III cement shall be used only in isolated instances and only when approved in writing.

2.1.3 Blended Cements

ASTM C 595, Type IP.

2.1.4 Pozzolan (Fly Ash)

ASTM C 618, Class C, orF with the optional requirements for multiple factor, drying shrinkage, and uniformity from Table 2A of ASTM C 618. Requirement for maximum alkalies from Table 1A of ASTM C 618 shall apply. If pozzolan is used, it shall never be less than 15 percent nor more than 35 percent by weight of the total cementitious material.

2.2 AGGREGATES

Aggregates shall conform to the following.

2.2.1 Fine Aggregate

Fine aggregate shall conform to the quality and gradation requirements of ASTM C 33.

2.2.2 Coarse Aggregate

Coarse aggregate shall conform to ASTM C 33, Class 5S, size designation 57.

2.3 CHEMICAL ADMIXTURES

Chemical admixtures, when required or permitted, shall conform to the appropriate specification listed. Admixtures shall be furnished in liquid form and of suitable concentration for easy, accurate control of dispensing.

2.3.1 Air-Entraining Admixture

ASTM C 260 and shall consistently entrain the air content in the specified ranges under field conditions.

2.3.2 Accelerating Admixture

ASTM C 494, Type C or E, except that calcium chloride or admixtures containing calcium chloride shall not be used.

2.3.3 Water-Reducing or Retarding Admixture

ASTM C 494, Type A, B, or D, except that the 6-month and 1-year compressive and flexural strength tests are waived.

2.4 CURING MATERIALS

2.4.1 Impervious-Sheet

Impervious-sheet materials shall conform to ASTM C 171, type optional, except, that polyethylene sheet shall not be used.

2.4.2 Membrane-Forming Compound

Membrane-Forming curing compound shall conform to ASTM C 309, Type 1-D or 2. Nonpigmented compound shall contain a fugitive dye, and shall have the reflective requirements in ASTM C 309 waived.

2.4.3 Burlap and Cotton Mat

Burlap and cotton mat used for curing shall conform to AASHTO M 182.

2.5 WATER

Water for mixing and curing shall be fresh, clean, potable, and free of injurious amounts of oil, acid, salt, or alkali, except that non-potable water may be used if it meets the requirements of COE CRD-C 400.

2.6 EPOXY RESIN

All epoxy-resin materials shall be two-component materials conforming to the requirements of ASTM C 881, Class as appropriate for each application temperature to be encountered, except that in addition, the materials shall meet the following requirements:

a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

2.7 EMBEDDED ITEMS

Embedded items shall be of the size and type indicated or as needed for the application.

PART 3 EXECUTION

3.1 PREPARATION FOR PLACING

Before commencing concrete placement, the following shall be performed. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Forms shall be in place, cleaned, coated, and adequately supported, in accordance with Section 03100 STRUCTURAL CONCRETE FORMWORK. Reinforcing steel shall be in place, cleaned, tied, and adequately supported, in accordance with Section 03200 CONCRETE REINFORCEMENT. Transporting and conveying equipment shall be in-place, ready for use, clean, and free of hardened concrete and foreign material. Equipment for consolidating concrete shall be at the placing site and in proper working order. Equipment and material for curing and for protecting concrete from

weather or mechanical damage shall be at the placing site, in proper working condition and in sufficient amount for the entire placement. When hot, windy conditions during concreting appear probable, equipment and material shall be at the placing site to provide windbreaks, shading, fogging, or other action to prevent plastic shrinkage cracking or other damaging drying of the concrete.

3.1.1 Foundations

3.1.1.1 Concrete on Earth Foundations

Earth (subgrade, base, or subbase courses) surfaces upon which concrete is to be placed shall be clean, damp, and free from debris, frost, ice, and standing or running water. Prior to placement of concrete, the foundation shall be well drained and shall be satisfactorily graded and uniformly compacted.

3.1.2 Previously Placed Concrete

Concrete surfaces on the existing structure, or newly placed concrete, to which additional concrete is to be bonded shall be prepared for receiving the next horizontal lift by cleaning the construction joint surface with either air-water cutting, sandblasting, high-pressure water jet, or other approved method. Concrete at the side of vertical construction joints shall be prepared as approved by the Contracting Officer. Air-water cutting shall not be used on formed surfaces or surfaces congested with reinforcing steel. Regardless of the method used, the resulting surfaces shall be free from all laitance and inferior concrete so that clean surfaces of well bonded coarse aggregate are exposed and make up at least 10-percent of the surface area, distributed uniformly throughout the surface. The edges of the coarse aggregate shall not be undercut. The surface of horizontal construction joints shall be kept continuously wet for the first 12 hours during the 24-hour period prior to placing fresh concrete. The surface shall be washed completely clean as the last operation prior to placing the next lift.

3.1.2.1 Air-Water Cutting

Air-water cutting of a fresh concrete surface shall be performed at the proper time and only on horizontal construction joints. The air pressure used in the jet shall be 100 psi plus or minus, 10 psi, and the water pressure shall be just sufficient to bring the water into effective influence of the air pressure. When approved by the Contracting Officer, a surface retarder complying with the requirements of COE CRD-C 94 may be applied to the surface of the lift in order to prolong the period of time during which air-water cutting is effective. After cutting, the surface shall be washed and rinsed as long as there is any trace of cloudiness of the wash water. Where necessary to remove accumulated laitance, coatings, stains, debris, and other foreign material, high-pressure waterjet or sandblasting shall be used as the last operation before placing the next lift.

3.1.2.2 High-Pressure Water Jet

A stream of water under a pressure of not less than 3,000 psi shall be used for cutting and cleaning. Its use shall be delayed until the concrete is sufficiently hard so that only the surface skin or mortar is removed and there is no undercutting of coarse-aggregate particles. If the waterjet is incapable of a satisfactory cleaning, the surface shall be cleaned by

sandblasting.

3.1.2.3 Wet Sandblasting

Wet sandblasting shall be used after the concrete has reached sufficient strength to prevent undercutting of the coarse aggregate particles. After wet sandblasting, the surface of the concrete shall then be washed thoroughly to remove all loose materials.

3.1.2.4 Waste Disposal

The method used in disposing of waste water employed in cutting, washing, and rinsing of concrete surfaces shall be such that the waste water does not stain, discolor, or affect exposed surfaces of the structures, or damage the environment of the project area. The method of disposal shall be subject to approval.

3.1.3 Embedded Items

Before placement of concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings, or required. Conduit and other embedded items shall be clean and free of oil and other foreign matter such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable materials to prevent the entry of concrete into voids. Welding shall not be performed on embedded metals within 1 feet of the surface of the concrete. Tack welding shall not be performed on or to embedded items.

3.2 CONCRETE PRODUCTION

3.2.1 Batching, Mixing, and Transporting Concrete

Concrete shall be furnished from a ready-mixed concrete plant. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C 94, except as otherwise specified. Truck mixers, agitators, and nonagitating transporting units shall comply with NRMCA TMMB 100. Ready-mix plant equipment and facilities shall be certified in accordance with NRMCA QC 3. Approved batch tickets shall be furnished for each load of ready-mixed concrete.

3.2.1.1 General

The batching plant shall be located off site and close to the project. The batching, mixing and placing system shall have a capacity of at least 75 cubic yards per hour. The batching plant shall conform to the requirements of NRMCA CPMB 100 and as specified; however, rating plates attached to batch plant equipment are not required.

3.2.1.2 Batching Equipment

The batching controls shall be semiautomatic or automatic, as defined in NRMCA CPMB 100. A semiautomatic batching system shall be provided with interlocks such that the discharge device cannot be actuated until the indicated material is within the applicable tolerance. The batching system shall be equipped with accurate recorder or recorders that meet the requirements of NRMCA CPMB 100. The weight of water and admixtures shall be recorded if batched by weight. Separate bins or compartments shall be

provided for each size group of aggregate and type of cementitious material, to prevent intermingling at any time. Aggregates shall be weighed either in separate weigh batchers with individual scales or, provided the smallest size is batched first, cumulatively in one weigh batcher on one scale. Aggregate shall not be weighed in the same batcher with cementitious material. If both portland cement and other cementitious material are used, they may be batched cumulatively, provided that the portland cement is batched first, [except that silica fume shall always be batched separately]. Water may be measured by weight or volume. Water shall not be weighed or measured cumulatively with another ingredient. Filling and discharging valves for the water metering or batching system shall be so interlocked that the discharge valve cannot be opened before the filling valve is fully closed. Piping for water and for admixtures shall be free from leaks and shall be properly valved to prevent backflow or siphoning. Admixtures shall be furnished as a liquid of suitable concentration for easy control of dispensing. An adjustable, accurate, mechanical device for measuring and dispensing each admixture shall be provided. Each admixture dispenser shall be interlocked with the batching and discharging operation of the water so that each admixture is separately batched and individually discharged automatically in a manner to obtain uniform distribution throughout the water as it is added to the batch in the specified mixing period. [When use of truck mixers makes this requirement impractical, the admixture dispensers shall be interlocked with the sand batchers]. Different admixtures shall not be combined prior to introduction in water and shall not be allowed to intermingle until in contact with the cement. Admixture dispensers shall have suitable devices to detect and indicate flow during dispensing or have a means for visual observation. The plant shall be arranged so as to facilitate the inspection of all operations at all times. Suitable facilities shall be provided for obtaining representative samples of aggregates from each bin or compartment, and for sampling and calibrating the dispensing of cementitious material, water, and admixtures. Filling ports for cementitious materials bins or silos shall be clearly marked with a permanent sign stating the contents.

3.2.1.3 Scales

The weighing equipment shall conform to the applicable requirements of CPMB Concrete Plant Standard, and of NIST HB 44, except that the accuracy shall be plus or minus 0.2 percent of scale capacity. The Contractor shall provide standard test weights and any other auxiliary equipment required for checking the operating performance of each scale or other measuring devices. The tests shall be made at the specified frequency in the presence of a Government inspector. The weighing equipment shall be arranged so that the plant operator can conveniently observe all dials or indicators.

3.2.1.4 Batching Tolerances

(A) Tolerances with Weighing Equipment

MATERIAL	PERCENT OF REQUIRED WEIGHT
Cementitious materials	0 to plus 2
Aggregate	plus or minus 2
Water	plus or minus 1
Chemical admixture	0 to plus 6

(B) Tolerances with Volumetric Equipment

For volumetric batching equipment used for water and admixtures, the following tolerances shall apply to the required volume of material being batched:

MATERIAL	PERCENT OF REQUIRED MATERIAL
Water:	plus or minus 1 percent
Chemical admixtures:	0 to plus 6 percent

3.2.1.5 Moisture Control

The plant shall be capable of ready adjustment to compensate for the varying moisture content of the aggregates and to change the weights of the materials being batched.

3.2.1.6 Concrete Mixers

Mixers shall be stationary mixers [or truck mixers]. Mixers shall be capable of combining the materials into a uniform mixture and of discharging this mixture without segregation. The mixers shall not be charged in excess of the capacity recommended by the manufacturer. The mixers shall be operated at the drum or mixing blade speed designated by the manufacturer. The mixers shall be maintained in satisfactory operating condition, and the mixer drums shall be kept free of hardened concrete. Should any mixer at any time produce unsatisfactory results, its use shall be promptly discontinued until it is repaired.

3.2.1.7 Stationary Mixers

Concrete plant mixers shall be drum-type mixers of tilting, nontilting, horizontal-shaft, or vertical-shaft type, or shall be pug mill type and shall be provided with an acceptable device to lock the discharge mechanism until the required mixing time has elapsed. The mixing time and uniformity shall conform to all the requirements in ASTM C 94 applicable to central-mixed concrete.

3.2.1.8 Truck Mixers

Truck mixers, the mixing of concrete therein, and concrete uniformity shall conform to the requirements of ASTM C 94. A truck mixer may be used either for complete mixing (transit-mixed) or to finish the partial mixing done in a stationary mixer (shrink-mixed). Each truck shall be equipped with two counters from which it is possible to determine the number of revolutions at mixing speed and the number of revolutions at agitating speed. [Or, if approved in lieu of this, the number of revolutions shall be marked on the batch tickets.] Water shall not be added at the placing site unless specifically approved; and in no case shall it exceed the specified w/c. Any such water shall be injected at the base of the mixer, not at the discharge end.

3.3 TRANSPORTING CONCRETE TO PROJECT SITE

Concrete shall be transported to the placing site in truck mixers, agitators, NRMCA TMMB 100 or by approved pumping equipment .

3.4 CONVEYING CONCRETE ON SITE

Concrete shall be conveyed from mixer or transporting unit to forms as rapidly as possible and within the time interval specified by methods which will prevent segregation or loss of ingredients using following equipment. Conveying equipment shall be cleaned before each placement.

3.4.1 Buckets

The interior hopper slope shall be not less than 58 degrees from the horizontal, the minimum dimension of the clear gate opening shall be at least 5 times the nominal maximum-size aggregate, and the area of the gate opening shall not be less than 2 square feet.The maximum dimension of the gate opening shall not be greater than twice the minimum dimension. The bucket gates shall be essentially grout tight when closed and may be manually, pneumatically, or hydraulically operated except that buckets larger than 2 cubic yardsshall not be manually operated. The design of the bucket shall provide means for positive regulation of the amount and rate of deposit of concrete in each dumping position.

3.4.2 Transfer Hoppers

Concrete may be charged into nonagitating hoppers for transfer to other conveying devices. Transfer hoppers shall be capable of receiving concrete directly from delivery vehicles and shall have conical-shaped discharge features. The transfer hopper shall be equipped with a hydraulically operated gate and with a means of external vibration to effect complete discharge. Concrete shall not be held in nonagitating transfer hoppers more than 30 minutes.

3.4.3 Trucks

Truck mixers operating at agitating speed or truck agitators used for transporting plant-mixed concrete shall conform to the requirements of ASTM C 94.

3.4.4 Chutes

When concrete can be placed directly from a truck mixer, agitator, or nonagitating equipment, the chutes normally attached to this equipment by the manufacturer may be used. A discharge deflector shall be used when required by the Contracting Officer. Separate chutes and other similar equipment will not be permitted for conveying concrete.

3.4.5 Belt Conveyors

Belt conveyors shall be designed and operated to assure a uniform flow of concrete from mixer to final place of deposit without segregation of ingredients or loss of mortar and shall be provided with positive means, such as discharge baffle or hopper , for preventing segregation of the concrete at the transfer points and the point of placing. Belt conveyors shall be constructed such that the idler spacing shall not exceed 36 inches. The belt speed shall be a minimum of 300 feet per minute and a maximum of 750 feet per minute. If concrete is to be placed through installed horizontal or sloping reinforcing bars, the conveyor shall discharge concrete into a pipe or elephant truck that is long enough to extend through the reinforcing bars.

3.4.6 Concrete Pumps

Concrete may be conveyed by positive displacement pump when approved. The pumping equipment shall be piston or squeeze pressure type; pneumatic placing equipment shall not be used. The pipeline shall be rigid steel pipe or heavy-duty flexible hose. The inside diameter of the pipe shall be at least 3 times the nominal maximum-size coarse aggregate in the concrete mixture to be pumped but not less than 4 inches. Aluminum pipe shall not be used.

3.5 PLACING CONCRETE

Mixed concrete shall be discharged within 1-1/2 hours or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the transporting unit. Concrete shall be handled from mixer or transporting unit to forms in a continuous manner until the approved unit of operation is completed. Adequate scaffolding, ramps and walkways shall be provided so that personnel and equipment are not supported by in-place reinforcement. Placing will not be permitted when the sun, heat, wind, or limitations of facilities furnished by the Contractor prevent proper consolidation, finishing and curing. Sufficient placing capacity shall be provided so that concrete can be kept free of cold joints.

3.5.1 Depositing Concrete

Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 5 feet except where suitable equipment is provided to prevent segregation and where specifically authorized. Depositing of the concrete shall be so regulated that it will be effectively consolidated in horizontal layers not more than 12 inches thick, except that all slabs shall be placed in a single layer. Concrete to receive other construction shall be screeded to the proper level. Concrete shall be deposited continuously in one layer or in layers so that fresh concrete is deposited on in-place concrete that is still plastic. Fresh concrete shall not be deposited on concrete that has hardened sufficiently to cause formation of seams or planes of weakness within the section. Concrete that has surface dried, partially hardened, or contains foreign material shall not be used. When temporary spreaders are used in the forms, the spreaders shall be removed as their service becomes unnecessary. Concrete shall not be placed in slabs over columns and walls until concrete in columns and walls has been in-place at least two hours or until the concrete begins to lose its plasticity. Concrete for beams, girders, brackets, column capitals, haunches, and drop panels shall be placed at the same time as concrete for adjoining slabs.

3.5.2 Consolidation

Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches thick or less. The vibrators shall at all times be adequate in effectiveness and number to properly consolidate the concrete; a spare vibrator shall be kept at the jobsite during all concrete placing operations. The vibrators shall have a frequency of not less than 10,000 vibrations per minute, an amplitude of at least 0.025 inch, and the head diameter shall be appropriate for the structural member and the concrete mixture being placed. Vibrators shall be inserted vertically at uniform spacing over the area of placement. The distance between insertions shall be approximately 1-1/2 times the radius

of action of the vibrator so that the area being vibrated will overlap the adjacent just-vibrated area by a reasonable amount. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the preceding layer if there is such. Vibrator shall be held stationary until the concrete is consolidated and then vertically withdrawn slowly while operating. Form vibrators shall not be used unless specifically approved and unless forms are constructed to withstand their use. Vibrators shall not be used to move concrete within the forms. Slabs 4 inches and less in thickness shall be consolidated by properly designed vibrating screeds or other approved technique. Excessive vibration of lightweight concrete resulting in segration or flotation of coarse aggregate shall be prevented. Frequency and amplitude of vibrators shall be determined in accordance with COE CRD-C 521. Grate tampers ("jitterbugs") shall not be used.

3.5.3 Cold Weather Requirements

Special protection measures, approved by the Contracting Officer, shall be used if freezing temperatures are anticipated before the expiration of the specified curing period. The ambient temperature of the air where concrete is to be placed and the temperature of surfaces to receive concrete shall be not less than 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F nor more than 75 degrees F. Heating of the mixing water or aggregates will be required to regulate the concrete placing temperature. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Upon written approval, an accelerating admixture conforming to ASTM C 494, Type C or E may be used, provided it contains no calcium chloride. Calcium chloride shall not be used.

3.5.4 Hot Weather Requirements

When the ambient temperature during concrete placing is expected to exceed 85 degrees F, the concrete shall be placed and finished with procedures previously submitted and as specified herein. The concrete temperature at time of delivery to the forms shall not exceed the temperature shown in the table below when measured in accordance with ASTM C 1064. Cooling of the mixing water or aggregates or placing concrete in the cooler part of the day may be required to obtain an adequate placing temperature. A retarder may be used, as approved, to facilitate placing and finishing. Steel forms and reinforcements shall be cooled as approved prior to concrete placement when steel temperatures are greater than 120 degrees F. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature.

Maximum Allowable Concrete Placing Temperature

Relative Humidity, Percent, During Time of Concrete Placement	Maximum Allowable Concrete Temperature Degrees
Greater than 60	90 F
40-60	85 F
Less than 40	80 F

3.5.5 Prevention of Plastic Shrinkage Cracking

During hot weather with low humidity, and particularly with appreciable wind, as well as interior placements when space heaters produce low humidity, the Contractor shall be alert to the tendency for plastic shrinkage cracks to develop and shall institute measures to prevent this. Particular care shall be taken if plastic shrinkage cracking is potentially imminent and especially if it has developed during a previous placement. Periods of high potential for plastic shrinkage cracking can be anticipated by use of Fig. 2.1.5 of ACI 305R. In addition the concrete placement shall be further protected by erecting shades and windbreaks and by applying fog sprays of water, sprinkling, ponding or wet covering. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin as directed, after the concrete hardens. Plastic shrinkage cracks shall never be troweled over or filled with slurry.

3.5.6 Placing Concrete in Congested Areas

Special care shall be used to ensure complete filling of the forms, elimination of all voids, and complete consolidation of the concrete when placing concrete in areas congested with reinforcing bars, embedded items, waterstops and other tight spacing. An appropriate concrete mixture shall be used, and the nominal maximum size of aggregate (NMSA) shall meet the specified criteria when evaluated for the congested area. Vibrators with heads of a size appropriate for the clearances available shall be used, and the consolidation operation shall be closely supervised to ensure complete and thorough consolidation at all points. Where necessary, splices of reinforcing bars shall be alternated to reduce congestion. Where two mats of closely spaced reinforcing are required, the bars in each mat shall be placed in matching alignment to reduce congestion.

3.6 JOINTS

3.6.1 Construction Joints

Concrete shall be placed continuously so that each unit is monolithic in construction. Fresh concrete shall not be placed against adjacent hardened concrete until it is at least 24 hours old. Construction joints shall be located as indicated or approved. Where concrete work is interrupted by weather, end of work shift or other similar type of delay, location and type of construction joint shall be subject to approval of the Contracting Officer. Unless otherwise indicated reinforcing steel shall extend through construction joints.

3.6.2 Expansion Joints

Installation of expansion joints shall be as indicated on the drawings.

3.6.3 Dowels

Dowels shall be installed at the locations shown on the drawings and to the details shown, using materials and procedures specified in Section 03200 CONCRETE REINFORCEMENT and herein. Conventional smooth "paving" dowels shall be installed in slabs using approved methods to hold the dowel in place during concreting within a maximum alignment tolerance of 1/8 inch in 12 inches. Care shall be taken during placing adjacent to and around dowels to ensure there is no displacement of the dowel and that the concrete completely embeds the dowel and is thoroughly consolidated.

3.6.4 Reinforcing Bars Installed in Existing and Hardened Concrete

Reinforcing bars installed in existing and hardened concrete walls and footings, and similar locations, shall be installed by bonding the bars into holes drilled into the hardened concrete. Holes approximately 1/8 inch greater in diameter than the bars shall be drilled into the hardened concrete with rotary core drills to receive the bars. In lieu of rotary drills, the contractor may use percussion drills, provided that spalling at the collar of the hole does not occur. Regardless of the type of drill used, the drill shall be held rigidly in exact alignment by means of a stable jig or framework, solidly supported; gang drills meeting this are acceptable. Any damage to the concrete face during drilling shall be repaired as directed; continuing damage shall require modification of the equipment and operation. Bars shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the bars and extruded to the collar during insertion of the bars so as to completely fill the void around the bar. Application by buttering the bars shall not be permitted. The bars shall be held in alignment at the collar of the hole, after insertion and before the grout hardens, by means of a suitable metal or plastic collar fitted around the bars. The alignment of the bars shall be checked by placing a straightedge on the surface of the footing over the top of the bars and measuring the vertical distance between the straightedge and the beginning and ending point of the exposed part of the bars. The horizontal alignment shall be checked with a framing square.

3.7 FINISHING FORMED SURFACES

Forms, form materials, and form construction are specified in Section 03100 STRUCTURAL CONCRETE FORMWORK. Finishing of formed surfaces shall be as specified herein. Unless another type of architectural or special finish is specified, surfaces shall be left with the texture imparted by the forms except that defective surfaces shall be repaired. Unless painting of surfaces is required, uniform color of the concrete shall be maintained by use of only one mixture without changes in materials or proportions for any structure or portion of structure that requires a Class A or B finish. Except for major defects, as defined hereinafter, surface defects shall be repaired as specified herein within 24 hours after forms are removed. Repairs of the so-called "plaster-type" will not be permitted in any location. Tolerances of formed surfaces shall conform to the requirements of ACI 117/117R. These tolerances apply to the finished concrete surface, not to the forms themselves; forms shall be set true to line and grade. Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter shall be repaired as specified in paragraph Damp-Pack Mortar Repair. Defects whose surface diameter is greater than their depth shall be repaired as specified in paragraph Repair of Major Defects. Repairs shall be finished flush with adjacent surfaces and with the same surface texture. The cement used for all repairs shall be a blend of job cement with white cement proportioned so that the final color after curing and aging will be the same as the adjacent concrete. Concrete with excessive honeycomb, or other defects which affect the strength of the member, will be rejected. Repairs shall be demonstrated to be acceptable and free from cracks or loose or drummy areas at the completion of the contract and, for Class A and B Finishes, shall be inconspicuous. Repairs not meeting these requirements will be rejected and shall be replaced.

3.7.1 Class B Finish

Class B finish is required in the following areas, surfaces exposed to view in the completed work, and surfaces exposed to flowing water. Fins, ravelings, and loose material shall be removed, all surface defects over 1/2 inch in diameter or more than 1/2 inch deep, shall be repaired, and holes left by removal of form ties shall be reamed and filled. Defects more than 1/2 inch in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

3.7.2 Class D Finish

Class D finish or better is required for concrete covered by earth. Fins, ravelings, and loose material shall be removed, and holes left by removal of form ties shall be reamed and filled. Honeycomb and other defects more than 1/2 inch deep or more than 2 inches in diameter shall be repaired. Defects more than 2 inches in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

3.8 REPAIRS

3.8.1 Damp-Pack Mortar Repair

Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter but not over 4 inchesshall be repaired by the damp-pack mortar method. Form tie holes shall be reamed and other similar defects shall be cut out to sound concrete. The void shall then be thoroughly cleaned, thoroughly wetted, brush-coated with a thin coat of neat cement grout and filled with mortar. Mortar shall be a stiff mix of 1 part portland cement to 2 parts fine aggregate passing the No. 16 mesh sieve, and minimum amount of water. Only sufficient water shall be used to produce a mortar which, when used, will stick together on being molded into a ball by a slight pressure of the hands and will not exude water but will leave the hands damp. Mortar shall be mixed and allowed to stand for 30 to 45 minutes before use with remixing performed immediately prior to use. Mortar shall be thoroughly tamped in place in thin layers using a hammer and hardwood block. Holes passing entirely through walls shall be completely filled from the inside face by forcing mortar through to the outside face. All holes shall be packed full. Damp-pack repairs shall be moist cured for at least 48 hours.

3.8.2 Repair of Major Defects

Major defects will be considered to be those more than 1/2 inch deep or, for Class A and B finishes, more than 1/2 inch in diameter and, for Class C and D finishes, more than 2 inches in diameter. Also included are any defects of any kind whose depth is over 4 inches or whose surface diameter is greater than their depth. Major defects shall be repaired as specified below.

3.8.2.1 Surface Application of Mortar Repair

Defective concrete shall be removed, and removal shall extend into completely sound concrete. Approved equipment and procedures which will not cause cracking or microcracking of the sound concrete shall be used. If reinforcement is encountered, concrete shall be removed so as to expose the reinforcement for at least 2 inches on all sides. All such defective areas greater than 12 square inchesshall be outlined by saw cuts at least 1 inch deep. Defective areas less than 12 square inches shall be outlined by a 1 inch deep cut with a core drill in lieu of sawing. All saw cuts shall be straight lines in a rectangular pattern in line with the formwork

panels. After concrete removal, the surface shall be thoroughly cleaned by high pressure washing to remove all loose material. Surfaces shall be kept continually saturated for the first 12 of the 24 hours immediately before placing mortar and shall be damp but not wet at the time of commencing mortar placement. The Contractor, at his option, may use either hand-placed mortar or mortar placed with a mortar gun. If hand-placed mortar is used, the edges of the cut shall be perpendicular to the surface of the concrete. The prepared area shall be brush-coated with a thin coat of neat cement grout. The repair shall then be made using a stiff mortar, preshrunk by allowing the mixed mortar to stand for 30 to 45 minutes and then remixed, thoroughly tamped into place in thin layers. If hand-placed mortar is used, the Contractor shall test each repair area for drumminess by firm tapping with a hammer and shall inspect for cracks, both in the presence of the Contracting Officer's representative, immediately before completion of the contract, and shall replace any showing drumminess or cracking. If mortar placed with a mortar gun is used, the gun shall be a small compressed air-operated gun to which the mortar is slowly hand fed and which applies the mortar to the surface as a high-pressure stream, as approved. Repairs made using shotcrete equipment will not be accepted. The mortar used shall be the same mortar as specified for damp-pack mortar repair. If gun-placed mortar is used, the edges of the cut shall be beveled toward the center at a slope of 1:1. All surface applied mortar repairs shall be continuously moist cured for at least 7 days. Moist curing shall consist of several layers of saturated burlap applied to the surface immediately after placement is complete and covered with polyethylene sheeting, all held closely in place by a sheet of plywood or similar material rigidly braced against it. Burlap shall be kept continually wet.

3.8.2.2 Repair of Deep and Large Defects

Deep and large defects will be those that are more than 6 inches deep and also have an average diameter at the surface more than 18 inches or that are otherwise so identified by the Project Office. Such defects shall be repaired as specified herein or directed, except that defects which affect the strength of the structure shall not be repaired and that portion of the structure shall be completely removed and replaced. Deep and large defects shall be repaired by procedures approved in advance including forming and placing special concrete using applied pressure during hardening. Preparation of the repair area shall be as specified for surface application of mortar. In addition, the top edge (surface) of the repair area shall be sloped at approximately 20 degrees from the horizontal, upward toward the side from which concrete will be placed. The special concrete shall be a concrete mixture with low water content and low slump, and shall be allowed to age 30 to 60 minutes before use. Concrete containing a specified expanding admixture may be used in lieu of the above mixture; the paste portion of such concrete mixture shall be designed to have an expansion between 2.0 and 4.0 percent when tested in accordance with ASTM C 940. A full width "chimney" shall be provided at the top of the form on the placing side to ensure filling to the top of the opening. A pressure cap shall be used on the concrete in the chimney with simultaneous tightening and revibrating the form during hardening to ensure a tight fit for the repair. The form shall be removed after 24 hours and immediately the chimney shall be carefully chipped away to avoid breaking concrete out of the repair; the surface of the repair concrete shall be dressed as required.

3.9 FINISHING UNFORMED SURFACES

The finish of all unformed surfaces shall meet the requirements of paragraph Tolerances in PART 1, when tested as specified herein.

3.9.1 General

The ambient temperature of spaces adjacent to unformed surfaces being finished and of the base on which concrete will be placed shall be not less than 50 degrees F. In hot weather all requirements of paragraphs Hot Weather Requirements and Prevention of Plastic Shrinkage Cracking shall be met. Unformed surfaces that are not to be covered by additional concrete or backfill shall have a float finish, with additional finishing as specified below, and shall be true to the elevation shown on the drawings. Surfaces to receive additional concrete or backfill shall be brought to the elevation shown on the drawings, properly consolidated, and left true and regular. Unless otherwise shown on the drawings, exterior surfaces shall be sloped for drainage, as directed. Where drains are provided, interior floors shall be evenly sloped to the drains. Joints shall be carefully made with a jointing or edging tool. The finished surfaces shall be protected from stains or abrasions. Grate tampers or "jitterbugs" shall not be used for any surfaces. The dusting of surfaces with dry cement or other materials or the addition of any water during finishing shall not be permitted. If bleedwater is present prior to finishing, the excess water shall be carefully dragged off or removed by absorption with porous materials such as burlap. During finishing operations, extreme care shall be taken to prevent over finishing or working water into the surface; this can cause "crazing" (surface shrinkage cracks which appear after hardening) of the surface. Any slabs with surfaces which exhibit significant crazing shall be removed and replaced. During finishing operations, surfaces shall be checked with a 10 foot straightedge, applied in both directions at regular intervals while the concrete is still plastic, to detect high or low areas.

3.9.2 Rough Slab Finish

As a first finishing operation for unformed surfaces and as final finish for slabs to receive mortar setting beds, the surface shall receive a rough slab finish prepared as follows. The concrete shall be uniformly placed across the slab area, consolidated as previously specified, and then screeded with straightedge strikeoffs immediately after consolidation to bring the surface to the required finish level with no coarse aggregate visible. Side forms and screed rails shall be provided, rigidly supported, and set to exact line and grade. Allowable tolerances for finished surfaces apply only to the hardened concrete, not to forms or screed rails. Forms and screed rails shall be set true to line and grade. "Wet screeds" shall not be used.

3.9.3 Floated Finish

Slabs to receive more than a rough slab finish shall next be given a wood float finish. Footings shall be given only a float finish. The screeding shall be followed immediately by darbying or bull floating before bleeding water is present, to bring the surface to a true, even plane. Then, after the concrete has stiffened so that it will withstand a man's weight without imprint of more than 1/4 inch and the water sheen has disappeared, it shall be floated to a true and even plane free of ridges. Floating shall be performed by use of suitable hand floats or power driven equipment. Sufficient pressure shall be used on the floats to bring a film of moisture to the surface. Hand floats shall be made of wood, magnesium, or aluminum. Lightweight concrete or concrete that exhibits stickiness shall be floated

with a magnesium float. Care shall be taken to prevent over-finishing or incorporating water into the surface.

3.10 CURING AND PROTECTION

3.10.1 General

Concrete shall be cured by an approved method for the period of time given below:

Concrete with Type III cement	3 days
All other concrete	7 days

Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature change, mechanical injury and damage from rain and flowing water for the duration of the curing period. Air and forms in contact with concrete shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. Exhaust fumes from combustion heating units shall be vented to the outside of the enclosure, and heaters and ducts shall be placed and directed so as not to cause areas of overheating and drying of concrete surfaces or to create fire hazards. Materials and equipment needed for adequate curing and protection shall be available and at the site prior to placing concrete. No fire or excessive heat, including welding, shall be permitted near or in direct contact with the concrete at any time. Except as otherwise permitted by paragraph Membrane Forming Curing Compounds, moist curing shall be provided for any areas to receive floor hardener, any paint or other applied coating, or to which other concrete is to be bonded. Concrete containing silica fume shall be initially cured by fog misting during finishing, followed immediately by continuous moist curing. Except for plastic coated burlap, impervious sheeting alone shall not be used for curing.

3.10.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, the concrete surfaces shall be cleaned as approved. When wooden forms are left in place during curing, they shall be kept wet at all times. If steel forms are used in hot weather, nonsupporting vertical forms shall be broken loose from the concrete soon after the concrete hardens and curing water continually applied in this void. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces, using suitable materials. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Burlap and mats shall be clean and free from any contamination and shall be completely saturated before being placed on the concrete. The Contractor shall have an approved work system to ensure that moist curing is continuous 24 hours per day.

3.10.3 Membrane Forming Curing Compounds

Concrete may be cured with a nonpigmented curing compound containing a fugitive dye in lieu of moist curing. Membrane curing shall not be used on surfaces that are to receive any subsequent treatment depending on adhesion or bonding to the concrete, including surfaces to which a smooth finish is

to be applied or other concrete to be bonded. However, a styrene acrylate or chlorinated rubber compound meeting ASTM C 309, Class B requirements, may be used for surfaces which are to be painted or are to receive bituminous roofing or waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing or flooring specified. Membrane curing compound shall not be used on surfaces that are maintained at curing temperatures with free steam. Curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. All surfaces shall be thoroughly moistened with water. Curing compound shall be applied to slab surfaces as soon as the bleeding water has disappeared, with the tops of joints being temporarily sealed to prevent entry of the compound and to prevent moisture loss during the curing period. The curing compound shall be applied in a two-coat continuous operation by approved motorized power-spraying equipment operating at a minimum pressure of 75 psi, at a uniform coverage of not more than 400 square feet per gallon for each coat, and the second coat shall be applied perpendicular to the first coat. Concrete surfaces which have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage specified. Surfaces on which clear compound is used shall be shaded from direct rays of the sun for the first 3 days. Surfaces coated with curing compound shall be kept free of foot and vehicular traffic, and from other sources of abrasion and contamination during the curing period.

3.10.4 Impervious Sheeting

Concrete surfaces may be cured using impervious sheets: . However, except for plastic coated burlap, impervious sheeting alone shall not be used for curing. Impervious-sheet curing shall only be used on horizontal or nearly horizontal surfaces. Surfaces shall be thoroughly wetted and be completely covered with the sheeting. Sheeting shall be at least 18 inches wider than the concrete surface to be covered. Covering shall be laid with light-colored side up. Covering shall be lapped not less than 12 inches and securely weighted down or shall be lapped not less than 4 inches and taped to form a continuous cover with completely closed joints. The sheet shall be weighted to prevent displacement so that it remains in contact with the concrete during the specified length of curing. Coverings shall be folded down over exposed edges of slabs and secured by approved means. Sheets shall be immediately repaired or replaced if tears or holes appear during the curing period.

3.10.5 Ponding or Immersion

Concrete shall be continually immersed throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete.

3.10.6 Cold Weather Curing and Protection

When the daily ambient low temperature is less than 32 degrees F the temperature of the concrete shall be maintained above 40 degrees F for the first seven days after placing. During the period of protection removal, the air temperature adjacent to the concrete surfaces shall be controlled so that concrete near the surface will not be subjected to a temperature differential of more than 25 degrees F as determined by suitable temperature measuring devices furnished by the Government, as required, and

installed adjacent to the concrete surface and 2 inches inside the surface of the concrete. The installation of the thermometers shall be made by the Contractor as directed.

3.11 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL

The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and shall submit specified reports. When, in the opinion of the Contracting Officer, the concreting operation is out of control, concrete placement shall cease and the operation shall be corrected. The laboratory performing the tests shall be onsite and shall conform with ASTM C 1077. Materials may be subjected to check testing by the Government from samples obtained at the manufacturer, at transfer points, or at the project site. The Government will inspect the laboratory, equipment, and test procedures prior to start of concreting operations for conformance with ASTM C 1077.

3.11.1 Grading and Corrective Action

3.11.1.1 Fine Aggregate

At least once during each shift when the concrete plant is operating, there shall be one sieve analysis and fineness modulus determination in accordance with ASTM C 136 and COE CRD-C 104 for the fine aggregate or for each fine aggregate if it is batched in more than one size or classification. The location at which samples are taken may be selected by the Contractor as the most advantageous for control. However, the Contractor is responsible for delivering fine aggregate to the mixer within specification limits. When the amount passing on any sieve is outside the specification limits, the fine aggregate shall be immediately resampled and retested. If there is another failure on any sieve, the fact shall immediately reported to the Contracting Officer, concreting shall be stopped, and immediate steps taken to correct the grading.

3.11.1.2 Coarse Aggregate

At least once during each shift in which the concrete plant is operating, there shall be a sieve analysis in accordance with ASTM C 136 for each size of coarse aggregate. The location at which samples are taken may be selected by the Contractor as the most advantageous for production control. However, the Contractor shall be responsible for delivering the aggregate to the mixer within specification limits. A test record of samples of aggregate taken at the same locations shall show the results of the current test as well as the average results of the five most recent tests including the current test. The Contractor may adopt limits for control coarser than the specification limits for samples taken other than as delivered to the mixer to allow for degradation during handling. When the amount passing any sieve is outside the specification limits, the coarse aggregate shall be immediately resampled and retested. If the second sample fails on any sieve, that fact shall be reported to the Contracting Officer. Where two consecutive averages of 5 tests are outside specification limits, the operation shall be considered out of control and shall be reported to the Contracting Officer. Concreting shall be stopped and immediate steps shall be taken to correct the grading.

3.11.2 Quality of Aggregates

Thirty days prior to the start of concrete placement, the Contractor shall

perform all tests for aggregate quality required by ASTM C 33. In addition, after the start of concrete placement, the Contractor shall perform tests for aggregate quality at least every three months, and when the source of aggregate or aggregate quality changes. Samples tested after the start of concrete placement shall be taken immediately prior to entering the concrete mixer.

3.11.3 Scales, Batching and Recording

The accuracy of the scales shall be checked by test weights prior to start of concrete operations and at least once every three months. Such tests shall also be made as directed whenever there are variations in properties of the fresh concrete that could result from batching errors. Once a week the accuracy of each batching and recording device shall be checked during a weighing operation by noting and recording the required weight, recorded weight, and the actual weight batched. At the same time, the Contractor shall test and ensure that the devices for dispensing admixtures are operating properly and accurately. When either the weighing accuracy or batching accuracy does not comply with specification requirements, the plant shall not be operated until necessary adjustments or repairs have been made. Discrepancies in recording accuracies shall be corrected immediately.

3.11.4 Batch-Plant Control

The measurement of concrete materials including cementitious materials, each size of aggregate, water, and admixtures shall be continuously controlled. The aggregate weights and amount of added water shall be adjusted as necessary to compensate for free moisture in the aggregates. The amount of air-entraining agent shall be adjusted to control air content within specified limits. A report shall be prepared indicating type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water weights per cubic yard, amount of water as free moisture in each size of aggregate, and the batch aggregate and water weights per cubic yard for each class of concrete batched during each day's plant operation.

3.11.5 Concrete Mixture

a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of concrete production. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Tests shall be made in accordance with ASTM C 231 for normal weight concrete. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single test result reaches either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the air content of the batch to plot on both the air content and the control chart for range, and for determining need for any remedial action. The result of each test, or average as noted in the previous sentence, shall be plotted on a separate control chart for each mixture on which an "average line" is set at the

midpoint of the specified air content range from paragraph Air Entrainment. An upper warning limit and a lower warning limit line shall be set 1.0 percentage point above and below the average line, respectively. An upper action limit and a lower action limit line shall be set 1.5 percentage points above and below the average line, respectively. The range between each two consecutive tests shall be plotted on a secondary control chart for range where an upper warning limit is set at 2.0 percentage points and an upper action limit is set at 3.0 percentage points. Samples for air content may be taken at the mixer, however, the Contractor is responsible for delivering the concrete to the placement site at the stipulated air content. If the Contractor's materials or transportation methods cause air content loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the air content at the mixer controlled as directed.

b. Air Content Corrective Action. Whenever points on the control chart for percent air reach either warning limit, an adjustment shall immediately be made in the amount of air-entraining admixture batched. As soon as practical after each adjustment, another test shall be made to verify the result of the adjustment. Whenever a point on the secondary control chart for range reaches the warning limit, the admixture dispenser shall be recalibrated to ensure that it is operating accurately and with good reproducibility. Whenever a point on either control chart reaches an action limit line, the air content shall be considered out of control and the concreting operation shall immediately be halted until the air content is under control. Additional air content tests shall be made when concreting is restarted.

c. Slump Testing. In addition to slump tests which shall be made when test specimens are fabricated, at least four slump tests shall be made on randomly selected batches in accordance with ASTM C 143 for each separate concrete mixture produced during each 8-hour or less period of concrete production each day. Also, additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single slump test reaches or goes beyond either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the slump of the batch to plot on both the control charts for slump and the chart for range, and for determining need for any remedial action. Limits shall be set on separate control charts for slump for each type of mixture. The upper warning limit shall be set at 1/2 inch below the maximum allowable slump specified in paragraph Slump in PART 1 for each type of concrete and an upper action limit line and lower action limit line shall be set at the maximum and minimum allowable slumps, respectively, as specified in the same paragraph. The range between each consecutive slump test for each type of mixture shall be plotted on a single control chart for range on which an upper action limit is set at 2 inches. Samples for slump shall be taken at the mixer. However, the Contractor is responsible for delivering the concrete to the placement site at

the stipulated slump. If the Contractor's materials or transportation methods cause slump loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the slump at the mixer controlled as directed.

d. Slump Corrective Action. Whenever points on the control charts for slump reach the upper warning limit, an adjustment shall immediately be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the total water content does not exceed that amount allowed by the maximum w/c ratio specified, based on aggregates which are in a saturated surface dry condition. When a single slump reaches the upper or lower action limit, no further concrete shall be delivered to the placing site until proper adjustments have been made. Immediately after each adjustment, another test shall be made to verify the correctness of the adjustment. Whenever two consecutive individual slump tests, made during a period when there was no adjustment of batch weights, produce a point on the control chart for range at or above the upper action limit, the concreting operation shall immediately be halted, and the Contractor shall take appropriate steps to bring the slump under control. Additional slump tests shall be made as directed.

e. Temperature. The temperature of the concrete shall be measured when compressive strength specimens are fabricated. Measurement shall be in accordance with ASTM C 1064. The temperature shall be reported along with the compressive strength data.

f. Strength Specimens. At least one set of test specimens shall be made, for compressive or flexural strength as appropriate, on each different concrete mixture placed during the day for each 500 cubic yards or portion thereof of that concrete mixture placed each day. Additional sets of test specimens shall be made, as directed by the Contracting Officer, when the mixture proportions are changed or when low strengths have been detected. A truly random (not haphazard) sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is done in a completely random and unbiased manner. A set of test specimens for concrete with a 28-day specified strength per paragraph Strength Requirements in PART 1 shall consist of four specimens, two to be tested at 7 days and two at 28 days. [A set of test specimens for concrete with a 90-day strength per the same paragraph shall consist of six specimens, two tested at 7 days, two at 28 days, and two at 90 days.] Test specimens shall be molded and cured in accordance with ASTM C 31/C 31M and tested in accordance with ASTM C 39 for test cylinders and ASTM C 78 for test beams. Results of all strength tests shall be reported immediately to the Contracting Officer. Quality control charts shall be kept for individual strength "tests", ("test" as defined in paragraph Strength Requirements in PART 1) moving average of last 3 "tests" for strength, and moving average for range for the last 3 "tests" for each mixture. The charts shall be similar to those found in ACI 214.3R.

3.11.6 Inspection Before Placing

Foundations, construction joints, forms, and embedded items shall be

inspected by the Contractor in sufficient time prior to each concrete placement in order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing.

3.11.7 Placing

The placing foreman shall supervise placing operations, shall determine that the correct quality of concrete or grout is placed in each location as specified and as directed by the Contracting Officer, and shall be responsible for measuring and recording concrete temperatures and ambient temperature hourly during placing operations, weather conditions, time of placement, volume placed, and method of placement. The placing foreman shall not permit batching and placing to begin until it has been verified that an adequate number of vibrators in working order and with competent operators are available. Placing shall not be continued if any pile of concrete is inadequately consolidated. If any batch of concrete fails to meet the temperature requirements, immediate steps shall be taken to improve temperature controls.

3.11.8 Vibrators

The frequency and amplitude of each vibrator shall be determined in accordance with COE CRD-C 521 prior to initial use and at least once a month when concrete is being placed. Additional tests shall be made as directed when a vibrator does not appear to be adequately consolidating the concrete. The frequency shall be determined while the vibrator is operating in concrete with the tachometer being held against the upper end of the vibrator head while almost submerged and just before the vibrator is withdrawn from the concrete. The amplitude shall be determined with the head vibrating in air. Two measurements shall be taken, one near the tip and another near the upper end of the vibrator head, and these results averaged. The make, model, type, and size of the vibrator and frequency and amplitude results shall be reported in writing. Any vibrator not meeting the requirements of paragraph Consolidation, shall be immediately removed from service and repaired or replaced.

3.11.9 Curing Inspection

a. Moist Curing Inspections. At least once each shift, and not less than twice per day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded.

b. Moist Curing Corrective Action. When a daily inspection report lists an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for those areas shall be extended by 1 day.

c. Membrane Curing Inspection. No curing compound shall be applied until the Contractor has verified that the compound is properly mixed and ready for spraying. At the end of each operation, the Contractor shall estimate the quantity of compound used by measurement of the container and the area of concrete surface covered, shall compute the rate of coverage in square feet per gallon, and shall note whether or not coverage is uniform.

d. Membrane Curing Corrective Action. When the coverage rate of the curing compound is less than that specified or when the coverage

is not uniform, the entire surface shall be sprayed again.

e. Sheet Curing Inspection. At least once each shift and once per day on non-work days, an inspection shall be made of all areas being cured using impervious sheets. The condition of the covering and the tightness of the laps and tapes shall be noted and recorded.

f. Sheet Curing Corrective Action. When a daily inspection report lists any tears, holes, or laps or joints that are not completely closed, the tears and holes shall promptly be repaired or the sheets replaced, the joints closed, and the required curing period for those areas shall be extended by 1 day.

3.11.10 Cold-Weather Protection

At least once each shift and once per day on non-work days, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.11.11 Mixer Uniformity

a. Stationary Mixers. Prior to the start of concrete placing and once every 6 months when concrete is being placed, or once for every 75,000 cubic yards of concrete placed, whichever results in the shortest time interval, uniformity of concrete mixing shall be determined in accordance with ASTM C 94.

b. Truck Mixers. Prior to the start of concrete placing and at least once every 6 months when concrete is being placed, uniformity of concrete mixing shall be determined in accordance with ASTM C 94. The truck mixers shall be selected randomly for testing. When satisfactory performance is found in one truck mixer, the performance of mixers of substantially the same design and condition of the blades may be regarded as satisfactory.

c. Mixer Uniformity Corrective Action. When a mixer fails to meet mixer uniformity requirements, either the mixing time shall be increased, batching sequence changed, batch size reduced, or adjustments shall be made to the mixer until compliance is achieved.

3.11.12 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report shall be prepared for the updating of control charts covering the entire period from the start of the construction season through the current week. During periods of cold-weather protection, reports of pertinent temperatures shall be made daily. These requirements do not relieve the Contractor of the obligation to report certain failures immediately as required in preceding paragraphs. Such reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all contractor quality control records.

-- End of Section --

SECTION 05500
METAL FABRICATIONS FOR INTTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for the following items in the Interceptor Sewer Relocation portion of this project:

1. Steel structural members.

B. Measurement and Payment: Lump Sum with respective structure.

1.2 REFERENCES

A. ASTM A36 - Structural Steel.

B. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.

C. ASTM A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated From Rolled, Pressed and Forged Steel Shapes, Plates, Bars, and Strip.

D. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

E. ASTM A283 - Carbon Steel Plates, Shapes, and Bars.

F. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.

G. ASTM A325 - High Strength Bolts for Structural Steel Joints.

H. ASTM A386 - Zinc-Coating (Hot-Dip) on Assembled Steel Products.

I. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

J. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.

K. ASTM B177 - Chromium Electroplating on Steel for Engineering Use.

L. AWS A2.0 - Standard Welding Symbols.

M. AWS D1.1 - Structural Welding Code.

N. SSPC - Steel Structures Painting Council.

1.3 SUBMITTALS, Submit under provisions of Section 01330

SD-02 Shop Drawings

Shop Drawings; G-ED

Submit shop drawings indicating profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

Connections; G-ED

Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths. Submit welder's certificates for welding performed in connection with the work of this section upon request by the Engineer. Certificates shall verify AWS qualification within the previous 12 months.

SD-07 Certificates

Qualifications; G-ED

Prepare Shop Drawings under direct supervision of a Professional Engineer experienced in design of this work and licensed in the State of South Dakota.

Codes and Standards; G-ED

Comply with pertinent codes and regulations during installation of miscellaneous metal fabrications.

Comply with recommendations of "Code of Welding in Building Construction" of AMERICAN WELDING SOCIETY.

SD-05 Design Data

Field Measurements; G-RE

Verify that field measurements are as indicated on drawings prior to ordering materials.

PART 2 PRODUCTS

2.1 MATERIALS

A. Steel plates and shapes shall conform to requirements of ASTM A36.

B. Steel tubing shall conform to requirements of ASTM A500, Grade B.

C. Pipe shall conform to the requirements of ASTM A53, Grade B.

D. Bolts, Nuts, and Washers shall conform to ASTM A307, galvanized to ASTM A153 for galvanized components.

E. Cast iron shall conform to the requirements of ASTM A48.

F. Stainless steel shall conform to the requirements of ASTM A240, 304.

G. Welding materials shall conform to the requirements of AWS D1.1 of the type required for materials being welded.

H. Shop and touch-up primer shall be SSPC 15, Type 1, red oxide.

I. Touch-up primer for galvanized surfaces shall be a zinc rich type.

J. Aluminum pipe handrails shall be alloy 6063-T6; A1 alloy sheets and plates ASTM B-209; A1 alloy extruded bars, rods, shapes, and tubes B-221.

K. Aluminum shapes and plates shall be alloy 6061-T6.

L. Aluminum bolts shall be anodized alloy 2024-T4.

2.2 FABRICATION

A. Verify field dimensions prior to ordering materials.

B. Fit and shop assemble in largest practical sections, for delivery to site.

C. Fabricate items with joints tightly fitted and secured.

D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

E. Exposed mechanical fastenings shall be flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

G. Welding:
   1. Weld shop connections.
   2. Make joints and intersections of metal tightly fitting and securely fastened.
   3. Make work square, plumb, straight, and true.
   4. Aluminum 1100 and 4043 alloy welding rod and electrodes shall comply with ASTM Specification B209-76. All butt welds shall be full penetration unless noted otherwise.
   5. Welding shall conform to AWS D1.2 and AA Specification for Aluminum Structures.

H. Holes:
   1. Drill or punch holes required for attachment of work of other trades and for bolted connections.
   2. Burned holes will not be accepted.
   3. Connections not detailed on drawings shall be designed by fabricator.

2.3 FINISHES

A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

B. Do not prime surfaces in direct contact with concrete or where field welding is required.

C. Prime paint items with one coat unless exposed to the exterior. Exterior items shall receive two coats of prime paint. Do not paint aluminum, stainless steel or galvanized steel work.

D. Galvanized items to minimum 1.25 oz/sq ft zinc coating in accordance with ASTM A386.

E. Chrome plating shall conform to requirements of ASTM B177, nickel-chromium alloy, polished finish.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive

work.

B. Beginning of installation means erector accepts existing conditions.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate sections.

3.3 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Field weld components where indicated on contract documents.

D. Perform field welding in accordance with AWS D1.1.

E. Obtain COR approval prior to site cutting or making adjustments not scheduled.

F. After erection, prime welds, abrasions, and surfaces that are not to be in contact with concrete.

G. Coordinate installation schedule with schedules of other trades to ensure orderly and timely progress of work.

3.4 SCHEDULE

A. The schedule is a list of principal items only. Refer to drawing details for items not specifically scheduled.

B. Aluminum ladders shall be fabricated as shown on Drawings.

C. Aluminum pipe handrails and guardrails:
   1. Provide 1-1/2" nominal diameter aluminum pipe handrails, anodized.
   2. Fabricate railings and component connections capable of resisting a vertical or horizontal force of minimum 200 pounds at any single point without permanent set or damage.
   3. Fabricate railings from formed pipe railing fittings, elbows, wall returns, flanges, connectors, caps, and miscellaneous components as required for complete railing.

D. Stainless steel ladders shall be fabricated as shown on Drawings.

E. Bollards shall be ASTM A53 steel pipe, concrete filled, welded steel cap, as detailed; prime paint finish.

F. Provide stainless steel anchor bolts.

END OF SECTION 05500

SECTION 06620
FIBERGLASS FABRICATIONS FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Fiberglass grating.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM).
1. D635, Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position.
2. E84, Test Method for Surface Burning Characteristics of Building Materials.

B. All fabrications shall meet requirements of 1991 Uniform Building Code.

1.3 SUBMITTALS: The following Shop Drawings and Data shall be submitted for approval in accordance with Section 01330:

SD-02 Shop Drawing

Fabrication Drawings; G-ED

Fabrication drawings showing location, profile, anchorage and support.

Product technical data including; G-ED
Acknowledgement that products submitted meet requirements of standards referenced.

SD-09 Manufactures Instructions

Manufacturer’s installation instructions; G-ED

Colors Available; G-ED

Manufacturer’s full line of colors available for each component.

Load Carry Capacity; G-ED

Manufacturer’s allowable load carrying capacity tables for grating and stair treads.

SD-05 Design Data

Grating and Stair Treatment; G-ED

Submit samples of the following items for approval:
1. Grating and stair tread section minimum 8″ x 8″.

PART 2 PRODUCTS

2.1 ACCEPTABLE GRATING MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable.
   1. IKG Industries
   2. Fibergrate
   3. Chemgrate.

2.2 MATERIALS

A. Gratings:
   1. Polyester resin with fiberglass reinforcing.
   2. Color: Standard with the manufacturer.

B. Fasteners, Clips, Saddles, and Miscellaneous Components:
   1. Stainless steel.

C. Adhesive:
   1. As recommended by manufacturer.

D. Anti-Skid Surfacing:
   1. Manufacturer’s standard.

2.3 FABRICATION

A. Grating shall be fabricated as follows:
   1. Unless indicated otherwise on the Drawings, systems shall be designated for superimposed live load of 200 psf with a maximum deflection of ¼″ under a superimposed live load of 100 psf.
   2. Minimum depth: 2″.
   3. Bar span: Maximum of 2″ center to center.
   4. Walking surface: Skid resistant.
   5. Bearing bars and cross-bars to be fabricated at the same time creating a one-piece type construction.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer’s instructions and as detailed.

B. Set work accurately in location, alignment and elevation, plumb, level, and true. Measure from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete.

C. Attach grating to each end and intermediate support with clips or saddles with bolts, nuts and washers.
   1. Maximum spacing: 2′ OC with minimum of two per side.
   2. Attach clips or saddles to bearing bars only.

D. File off cut ends of all fiberglass pieces to a 1/32″ radius.

E. Seal cut ends of all items with catalyzed resin as recommended by manufacturer.

END OF SECTION 06620

SECTION 09900
PAINTING FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. This section covers painting requirements for work related to the Interceptor Sewer Relocation portion of this project, including the following:
   1. Listed items to be painted are not all inclusive:
      a. Sluice Gates:
         ? Electric and manual operators.
         ? Frame, gate disc, guides and associated items.
      b. Slide Gate.
   2. Coat surfaces as specified and shown
   3. The following surfaces shall not be coated unless specifically noted otherwise.
      a. Factory-finished electrical control panels and related equipment.
      b. Underground (buried) equipment and piping.
      c. Factory-finished trim.
      d. Stainless steel.
      e. Aluminum.
      f. Concrete.
   4. Responsibility for surface preparation, primer, intermediate and finish coating of equipment and motors shall be equipment manufacturer's.
   5. All cleaning and painting operations shall be performed in compliance with applicable safety and health regulations.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
B. Steel Structure Painting Council (SSPC):
   1. SSPC SP-1 - Surface Preparation Specification No. 1 - Solvent Cleaning.
   2. SSPC SP-2 - Surface Preparation Specification No. 2 - Hand Tool Cleaning.
   3. SSPC SP-3 - Surface Preparation Specification No. 3 - Power Tool Cleaning.
   4. SSPC SP-5 - Surface Preparation Specification No. 5 - White Metal Blast Cleaning.
   5. SSPC SP-6 - Surface Preparation Specification No. 6 - Commercial Blast Cleaning.
   6. SSPC SP-7 - Surface Preparation Specification No. 7 - Brush-Off Blast Cleaning.
   7. SSPC SP-8 - Surface Preparation Specification No. 8 - Pickling.
   8. SSPC SP-10 - Surface Preparation Specification No. 10 - Near-White Metal Blast Cleaning.

1.3 SUBMITTALS: Submittals shall be in accordance with Section 01330.

SD-04 Samples

Color Samples; G-ED

Submit for approval the following samples: Actual color samples available for each type of coating scheduled.

SD-08 Manufacturers’ Instructions

Coating Schedule; FIO

Submit manufacturer's literature stating application recommendations and generic makeup of each type of coating scheduled.

Substitutions; FIO

For coatings not specified herein, provide substitute manufacturer's literature with specified coating literature. Substitutions shall be subject to prior approval by the COR.

SD-07 Certificates

Letter of Certification/Shop Painting; G-ED

Submit for approval Letter of Certification/Shop Painting:

Submit following for factory-applied coatings:

Coating used: G-ED

Manufacturer's written certificate; G-ED

Stating that factory-applied coating system is identical to or exceeds requirements specified herein.

Touch-up; G-ED

Requirements for touch-up or coating.

History; G-ED

History of coating performance in same environment.

Submit for approval the following for factory-applied primer:

Primer used; G-ED

Contractor's certification: G-ED

Contractor's certification factory-applied primer compatible with field-applied finish coats.

SD-03 Product Data

Schedules: G-ED

Submit schedule of proposed coating systems within 90 calendar days of Award of Contract. Schedule of proposed coating systems shall contain same information as indicated in coating schedule.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver material to project site in sealed, original packages or containers bearing name and brand of manufacturer. Each container shall

have manufacturer's printed label stating type of coating, color of coating, instructions for reducing, and spreading rate.

B. Protect and heat or cool material storage location to maintain temperature ranges recommended by coating manufacturer for most sensitive coating, but not less than 55?F.

C. Keep storage area neat and clean and replace or repair damage thereto or to its surroundings.

D. Avoid danger of fire. Deposit cleaning rags and waste materials in metal containers having tight covers or remove from building each night. Provide fire extinguishers of type recommended by coating manufacturer in areas of storage and where finishing is occurring. Allow no smoking or open containers of solvents. Store solvents in safety cans.

E. Empty containers shall have labels canceled and be clearly marked as to use.

F. Upon project completion, remaining material shall become property of Owner. Seal material as required for storage, marked as to contents and shelf life, and deliver to site designated by Owner.

1.5 QUALITY ASSURANCE

A. Sampling of Materials:
1. Owner reserves right to select unopened containers of materials furnished on job and have materials tested at approved laboratory. Owner will pay for first tests.
2. Retests of rejected materials and tests of replacement materials shall be paid for by Contractor.
3. Remainder of contents of containers not required for testing will be returned to Contractor.

B. Field Quality Control:
1. Before beginning work, finish one complete room, space or item of each color scheme required, showing selected colors, finished texture, material, and workmanship. After approval, sample rooms or items shall serve as standard for similar work.
2. If coverage not acceptable to COR, COR reserves the right to require extra application of paint at no extra cost to Owner.
3. Work at site where coat of material applied will be inspected by COR before application of succeeding specified coat, otherwise no credit for coat applied will be given and Contractor automatically assumes responsibility to recoat work in question. Furnish COR report of particular coat applied and when completed for inspection to comply with above.

1.6 COORDINATION

A. Coordinate work with other construction.

1.7 DEFINITIONS

A. Definitions as used in Coating Schedule.
1. Coatings: Heavy duty finishes for use on any surfaces, especially surfaces subject to submerged, high moisture, splash, or chemical environment.
2. Ambient Conditions:
a. Chemical: Surface subject to corrosive chemical splash or fumes.

b. Moist: Surface subject to wet areas such as rooms with open tanks.
c. Normal: Surface subject to normal temperatures and humidity such as found in offices and corridors.

3. Splash: Surface subject to frequent washing and chemical splash.
4. Submerged: Surface submerged in wastewater, sludge or supernatant or within 1'-0” above high liquid level.

1.8 PROJECT/SITE CONDITIONS

A. Environmental Requirements:
1. Do not apply exterior coating in cold, foggy, damp or rainy weather.
2. Apply no finish in areas where dust is being generated.
3. Do not apply exterior coating when temperature is lower than 50°F or as recommended by manufacturer.
4. Maintain interior temperature and relative humidity of space, as recommended by coating manufacturer, 24 hours before applying and until coating is cured.

B. Protection:
1. Cover materials and surfaces, including floors, adjoining or below work in progress with clean drop cloths or canvas.
2. Remove hardware, accessories, plates, lighting fixtures, and similar items or provide protection by masking. Upon completion, replace above items or remove protection and clean.
3. Maintain manufacturer's environmental requirements while coating dries.

PART 2 PRODUCTS

2.1 MATERIALS

A. Coatings:
1. Color shall be formed of pigments free of lead, lead compounds or other materials which might be affected by presence of hydrogen sulfide or other gases likely to be present at project.

2. Coatings shall meet surface burning characteristics as required by code and established by ASTM E84.

3. Materials shall be free of chromates.

2.2 MANUFACTURERS

A. Coatings shall be one of the following:
1. Tnemec.
2. COR approved equal, in accordance with performance criteria in data sheets.

2.3 COLORS

A. Colors shall be selected and approved by the COR.

B. Prior to beginning work, COR will provide color selection.

C. Equipment Colors:
1. Equipment includes equipment and structural supports, fasteners, and attached portions of electrical conduit.

2.4 MIXING AND TINTING

A. Each coat shall be slightly darker than preceding coat, unless otherwise approved.

B. Tint undercoats similar to finish coats.

PART 3 EXECUTION

3.1 EXAMINATION

A. If surfaces to be finished cannot be put into proper condition or finished by customary cleaning, sanding, and puttying operations or if surfaces were improperly primed by others, report defects to COR, in writing, or assume responsibility and correct unsatisfactory finish resulting from improper surfaces. Commencement of work indicates acceptance of surfaces.

B. Materials removed and replaced to correct defects due to work placed on unsuitable surfaces shall be at Contractor's expense.

C. Where surface dryness is questioned, test with dampness indicating equipment. Apply no coatings on plaster when moisture exceeds 8% as determined by testing device.

D. Confirm coatings used are compatible with surface to which applied.

E. Confirm prime and finish coatings are compatible.

3.2 SURFACE PREPARATION AND TOUCH-UP

A. General:
   1. Surfaces shall be clean, dry, and free of loose dirt, dust, and foreign matter before applying coating.
   2. Comply with specifications and coating manufacturer's recommendations for surface preparation.

B. Ferrous Metal:
   1. General:
      a. Round or chamfer sharp edges and grind smooth burrs, jagged edges, and surface defects.
      b. Prepare welds and adjacent areas to remove undercutting or reverse ridges on weld bead, weld spatter on or adjacent to weld or area to be coated, and sharp peaks or ridges along weld bead. Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.
      c. Coat surfaces same day as prepared. Re-prepare surfaces starting to rust before coating.
   2. Cleaning Methods:
      a. Workmanship for metal surface preparation as specified shall conform with current SSPC specifications as follows;
         1) Solvent Cleaning: SP-1.
         2) Hand Tool Cleaning: SP-2.
         3) Power Tool Cleaning: SP-3.
         4) White Metal Blast Cleaning: SP-5.
         5) Commercial Blast Cleaning: SP-6.
         6) Brush-off Blast Cleaning: SP-7.
         7) Pickling: SP-8.
         8) Near-White Metal Blast Cleaning: SP-10
      b. Wherever "solvent cleaning", "hand tool cleaning," "wire brushing," or "blast cleaning" or similar words of equal intent are used in specifications or coating manufacturer's

specifications, they shall be understood to refer to applicable SSPC specifications listed above.

c. Use hand tools to clean areas that cannot be cleaned by power tools.

3. Shop Preparation: Centrifugal wheel blast cleaning is an acceptable alternate to shop blast cleaning. Clean and prime in accordance with this section.
4. Field Touch-up: Sandblast items and equipment as specified to restore damaged surfaces previously shop or field blasted and primed. Materials, equipment, procedures, and safety equipment for personnel shall conform to SSPC.

D. Galvanized Metal:
1. Touch-up damaged areas with zinc-rich primer.
2. Prepare galvanized metal surfaces to be coated as required for system being applied.

3.3 APPLICATION

A. General Requirements:
1. Spread coating evenly and flow on smoothly without runs, lumps, or sags.
2. Make edges of coating adjoining other materials or colors sharp and clean without overlapping.
3. Thoroughly dry previous coats before applying succeeding coats under conditions eliminating possibility of dust becoming impregnated.
4. Coat bright metal portion of duct visible through grille when viewed from distance of 1' from grille.
5. For Manufacturer-Applied Coating Systems:
   a. Repair abraded areas on factory-finished items in accordance with manufacturer's directions.
   b. Blend repaired areas into original finish.
6. Masonry and concrete surfaces shall be sprayed and rolled behind.

B. Priming:
1. Refer to coating schedule for specific products.
2. Shop Priming:
   a. Shop primer for ferrous metal shall comply with SSPC guidelines, and as specified in coating schedule of this specification.
   b. Inspect shop-primed items at job site for compliance with contract documents. Schedule inspection with COR.
   c. Hand or power sand chipped, peeled, or abraded primer and feather edges. Spot prime areas with specified primer.
   d. Prior to application of finish coats, clean shop-primed surfaces free of dirt, oil, and grease.
   e. Prepare and prime holdback areas as required for specified coating system.

3. Field Priming:
   a. Prepare holdback area for field welding and prime after welding as required for specified coating system.

3.4 COATING SCHEDULE

A. General
1. Unless otherwise noted, Tnemec products are identified in this schedule to establish quality and type desired only.
2. Scheduled thickness or coverage rate is as recommended by Tnemec. If other manufacturers is used, manufacturer's requirements shall be followed, but in no case may thickness or coverage rate be less than specified herein.

3. DFT = dry film thickness (mils/coat). DFT shown is for spray application. Additional coats may be required if brushed and rolled.
4. sfpg = sq ft/gal (per coat).
5. Examples of items to be coated in B. Schedule is not all inclusive.

B. Schedule:

TNEMEC

APPLICATION	PREPARATION	SYSTEM
SYSTEM 4 (FERROUS METALS, EXTERIOR/EXTERIOR SPLASH, GLOSS OR SEMI-GLOSS SHEEN)		
Sluice Gate and Slide Gate Operators	Ferrous Metal SP-6	Shop Coats See Section 15105 and 15106 Top Coat 1 coat/3.0 to 4.0 DFT "75-Color Endura-Shield"
SYSTEM 14 (DISSIMILAR METAL PROTECTION)		
Dissimilar Material	As required by material	Primer none Top Coat 1 coat/8.0 DFT "46-465 H.B. Tneme-Col"
SYSTEM 21 (FERROUS METALS, SUBMERGED/SPLASH, SEMI-GLOSS SHEEN -- FOR USE WITH WASTEWATER)		
Gates, Frames, Guides, Discs and Other Submerged Ferrous	Ferrous Metal SP-10	Shop Coats See Section 15105 and 15106 Top Coat 1 coat/4.0 to 6.0 DFT "69-Hi-Build Epoxoline II"

C. Process mechanical piping color coding schedule:

WASTEWATER LINES	
Sluice Gate Operators & Slide Gate Operators	Dark Gray

3.5 FINAL TOUCH-UP

A. Prior to substantial completion, examine coated surfaces and retouch or refinish to leave surfaces in condition acceptable to the COR.

3.6 CLEANING

A. Before substantial completion, remove masking, coating, and other material from floors, glass, and other surfaces and remove rubbish and accumulated materials of whatever nature not caused by other trades from premises and leave in clean, orderly condition, with floors broom clean.

END OF SECTION 09900

SECTION 09980
H.D.P.E. LINING FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. This section covers items for the Interceptor Sewer Relocation portion of this project, including the following general requirements:

1. Provide a flexible High Density Polyethylene (H.D.P.E.) sheet liner with locking extensions into the interior faces of sanitary sewer manholes, reinforced concrete flow structures and R.C.P. to effectively protect concrete surfaces from corrosion.
2. Liner shall be continuous and free from any holes (including pinholes), defects or other faults both across joints and the liner itself. All jointing welding and sealing shall be equally as effective as the liner. 360° liner coverage for R.C.P.
3. The interior area of all R.C.P., reinforced concrete manholes and structures shall be sealed and protected with the specified lining. All joints between individual sheets or sections of liner shall be continuously welded.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D792.
2. ASTM D638.
3. ASTM D1603.
4. ASTM D3015.
5. ASTM D696.
6. ASTM D570.
7. ASTM E96.

1.3 SUBMITTALS

Submittals shall be in accordance with the provisions of Section 01330.

SD-03 Product Data

Product Data; G-ED

Submit for approval data indicating chemical and physical characteristics, performance criteria and substrate preparation.

SD-08 Manufacture’s Instructions

Manufacture’s Installation Instructions; FIO

Submit For Information Only, description of special procedures, cleaning surface preparation, welding, testing, perimeter conditions requiring special attention, corner details and special installation.

SD-02 Shop Drawings

Shop Drawings; G-ED

The Contractor shall submit to the COR for approval, shop drawings of installation details showing how the structure will be lined. These drawings shall show how returns, corners, joints and coverage will be accomplished. No

liner shall be placed until these drawings have been submitted to the COR and approved.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver material to project site in sealed original packages.

B. Protect and heat or cool material storage location to maintain temperature ranges recommended by manufacturer.

C. Keep storage area neat and clean and replace or repair damage thereto or to its surroundings.

D. Avoid danger of fire. Deposit cleaning rags and waste materials in metal containers having tight covers or remove from structures each night. Provide fire extinguishers of type recommended by manufacturer in areas of storage and where lining is occurring. Allow no smoking or open containers of solvents. Store solvents in safety cans.

E. When material is received on site it shall be placed on a clean smooth surface to prevent damage to the liner. The area shall be clear of any rock or debris, and material shall be kept under protective cover to reduce exposure to dirt and limit damage. Light reflective GSE StudLiner shall be kept out of direct exposure to sunlight. (GSE can supply thin mil HD liners to act as a temporary cover.)

F. Unloading of StudLiner rolls shall be performed by equipment that will lift the roll from the center core. Rolls shall be placed on a firm, smooth surface free of large, sharp stones.

1.5 QUALITY ASSURANCE

A. Shop Testing:
1. All liners shall be shop-tested for holes, using an approved spark detector. Sheets having holes shall be satisfactorily repaired in the shop and retested prior to shipping the sheets to the project site or the pipe manufacturing plant. Repairs shall be made only by welders prequalified as provided herein.
2. The COR may take test samples at the point of manufacture during production of sheet and strip material. All sheets to be used in reinforced concrete pipe shall be tested at the pipe manufacturer’s plant as well as in the field.
3 Perform work in accordance with manufacturer’s requirements for preparation of surfaces and material installation instructions.
4. Manufacturer sahll be a company specializing in manufacturing the products specified in this Section with minimum three years documented experience.
5. Applicator shall be a company specializing in performing the work in this Section with minimum three years experience.
6. Maintain temperature and humidity recommended by the manufacturer during and after installation.

1.6 COORDINATION

A. Coordinate work with other construction.

PART 2 PRODUCTS

2.1 MATERIALS

A. Composition: The material used in the liner, welding strips and other accessory items, shall be High Density Polyethylene thermoplastic.

B. Physical and Chemical Properties:

PROPERTY	TEST METHOD	NOMINAL VALUES
Density, g/cm^3	ASTM D 792/1505	0.94
Tensile Properties Strength at Yield, lb/in^2 Elongation at Break, %	ASTM D 638, Type IV Dumbell, 2 ipm G.L. = 2.5 in	 2,200 600
Carbon Black Content, %	ASTM D 1603	2-3
Carbon Black Dispersion	ASTM D 3015	A1, A2,B1
Coefficient of Linear Thermal Expansion	ASTM D 696	1.2×10^{-4}
Water Absorption, %	ASTM D 570	<0.01
Stud Pull-Out Strength[1], lb/ft^2		>14,000
Approximately Weight, (2.0 mm thick) lb/ft^2		0.5
Approximately Weight (5.0 mm thick) lb/ft^2		1.1
Color		Light Reflective
Water Vapor Transmission ($g/m^2/day$)	ASTM E 96	0.1

C. Details and Dimensions shall be as follows:

1. Thickness of Material: Liner to be bonded to concrete by means of integral locking extensions embedded in the concrete shall have a minimum thickness of 0.080".

2. Sheet and Strip Size: Sheets of liner shall be as large as practicable to adequately fit the intended use.

   Tears, cracks or separation in the laps shall be cause for rejection.

3. Locking Studs: All liners shall have locking studs embedded in the concrete. Locking studs shall be of the same material as the liner plate, integral with the sheets of liner plate and approximately 110 studs per square foot. Locking studs shall have an approved cross section with a minimum height of 0.375" and a minimum web thickness of 0.085".

2.2 APPROVED MANUFACTURERS

A. GSE Lining Technology, Inc.; GSE StudLiner.

B. COR approved equivalent.

PART 3 EXECUTION

3.1 INSTALLATION

A. The installation of all plastic liners shall be done in accordance with these specifications. Liners for cast-in-place structures shall be applied and secured to the forms and inspected and approved by the COR prior to the placement of reinforcing steel.

B. Pipes and Manholes: For precast pieces, no working or welding of the plastic materials shall be performed unless sheet materials are supplied. When prefabricated items are utilized, materials shall be shipped from

manufacturer ready to be placed over forms and have concrete applied. In either case, before applying liner, the form shall be clean of any defects or protrusions and any concrete residue which may damage the liner when form is expanded.

1. Sheet Materials:
   If precut flat sheets are provided, wrap the liner around the inner form and secure using mechanical devices such as banding or wire. Bands shall be located in the interstitial space between studs to prevent crushing or tilting of the embedment studs. Do not cut or remove any of the embedment material in order to accommodate banding. Seams shall be welded prior to placing metal reinforcement cage to prevent migration of concrete between overlapped surfaces of the liner. Seaming can be accomplished utilizing one of two welding methods: butt welding or extrusion welding.
   a. Butt Welding:
      When butt seaming, the joint should have a maximum gap of 0.2 inch. The weld should be made by applying an extrusion bead to the back of the butt joint preventing migration of concrete between overlapped surfaces. After the forms have been stripped, a second extrusion weld bead is then applied over the butt joint on the smooth face of the liner.
   b. Overlap with Extrusion Weld:
      In order to facilitate an overlap weld, remove the studs on the underlying portion of the liner that is to be welded. This can be accomplished through the use of a sharpened chisel and a small hammer. Care shall be taken not to damage the parent liner when removing the studs. The overlap should consist of approximately a four inch overlap fused together by an extrusion weld to prevent the concrete from migrating under the overlapped sheet. Once forms are removed the internal overlap shall be extrusion welded.
2. Prefabricated Materials:
   a. If the material is provided in prefabricated tubular form, lower the liner over and around the collapsed inner form. The form should then be expanded until liner is taught over form. Monitor the expansion of the form to avoid over-stressing the liner during this process as over-stressing may lead to unwanted elongation of the liner material.
   b. The liner shall sit flush with the inner edge of the bell or spigot end of a pipe section. If needed or desired the liner may extend beyond the opposite end approximately four inches depending upon the type of lining joint to be made with the adjoining concrete pipe. Embedment studs shall be removed within four inches to produce a smooth layer for overlap lining joint.
   c. Care shall be taken when using a vibration method during the placing of the concrete in order to avoid damaging the liner. A homogeneous bond shall be made between the concrete and liner. This shall ensure the maximum performance of the studded surface of the liner. Once concrete has been placed into the form, standard curing procedures shall be followed.

C. Installation for Large Structures:
   The liner system installation involves a series of manufacturer’s recommended construction steps:
   1. Wall Panel Fixation
      a. If liner is received in roll form it is advised to lay out panels in order to facilitate straightening of the material. Prior to attachment to formwork, unroll needed amount and place weight on material to flatten. Replace temporary cover on liner roll. Since the liner sheets will be custom sized for the formwork, the liner sheets must remain covered to reduce thermal expansion from

direct UV exposure after they have been measured and cut. Controlling thermal expansion is critical for a quality installation. When necessary, panels may transported with a crane or front-end loader into position to be fixed onto the forms.

b. Prior to sizing liner for attachment, ensure that no seams between liner sheets occur at corner points in the structure. Seams on flat surfaces will increase seam integrity. Contact GSE for pre-fabricated liner corner pieces.

c. The panels are placed with the smooth side on the forms. liner sheets should be secured to formwork by the use of mechanical attachments including nails, screws, or tie wire. To prevent damage of the liner sheet, the mechanical attachments must allow for some expansion of the liner while awaiting the concrete pour. The formwork must be free of sharp objects that could penetrate the liner. The liner panels are attached to the formwork prior to installation of concrete reinforcement products (i.e., rebar). Note, do not mechanically attach the interior structural steel (re-bar) to the liner sheets. The re-bar should be free-standing to stay in place during the concrete pour. Damage to the liner sheets could occur if interior structures come loose during the concrete pour. When mounting the panels, nails and screws used for fixing the panels should only be used in the joint areas. This is to facilitate maximum quality control during welding. During mounting of the panels wave formation in the liner should be avoided as much as possible. This installation step can be carried out when the casts are in an upright position, however, it is easier to position and fix the panels onto the forms while they are still on the ground.

d. To eliminate gaps between panels, the seams should be overlapped approximately 4”. This is accomplished by removing the studs with a grinder or sharpened chisel, from the overlap portion of the bottom sheet (closest to the formwork) to ensure a smooth overlap. In order to minimize penetrations in the liner, place attachments in overlap seam where possible.

e. Prior to the concrete being poured, temporary sealing should be used to prevent concrete from getting between the liner sheet seams. Such temporary sealing methods include HDPE tape and/or hot air bonding to provide temporary attachment.

f. It is recommended that concrete pouring times occur during early morning, dusk, or night hours when the liner sheet is thermally contracted. Care should be taken to ensure liner is not damaged during the pour. To ensure liner sheet embedment, a vibrator must be used to properly distribute the concrete. Allow for curing of concrete prior to removal of formwork.

2. Wall Panel Joint Welding in the Ceiling Area

a. The joints in this area should be welded before the ceiling panels are installed. This will ensure consistent ceiling to wall welding with one seam in the corner of the structure and will prevent ceiling to wall overhead weld under the ceiling which is much more complex and time-consuming.

b. Wall panel welding can be brought forward if weather conditions allow, however, the possibility of damage caused by form handling for the concrete ceiling work should be considered.

3. Ceiling Panel Fixation and Welding

When a ceiling is to be utilized within the structure, the following steps will help to ensure a smooth installation.

a. The first step is to make sure that the reinforced bars between the walls and ceiling are not bent but in a vertical position. This will allow an adequate area in the corner that is required

for the extrusion welding equipment. Liner installation is also greatly simplified.

b. The panels are placed on the forms studs up. Adjacent panels are installed next to each other and a grinder is used to fit them into corners. A grinder is then also used to prepare the seam. The panels are then tacked with a hot air gun. A copper wire is installed for testing purposes whenever access with a vacuum box is difficult.

c. Standard seam welding is then performed. After welding of panel seams and panels to wall, the extra length wall panel required to weld onto the ceiling is cut so as to accommodate reinforced steel bars. It is advised that ceiling to wall panels be welded from the top side to ease installation.

d. Please note, the lining work and surface appearance should be approved prior to installation of the reinforced bars for the ceiling.

D. Seam Welding and Testing

1. Seaming:

Liner shall be manufactured from virgin high density polyethylene to produce a flexible but strong finished product with excellent stress crack resistance. These characteristics allow for the material to be re-welded or patched at any time during the life of the system provided that proper surface preparation is performed. Field seaming involves bonding of adjacent panels using approved thermal methods such as extrusion welding. Testing and verification the resulting welds are imperative to a quality installation.

a. Installation Equipment:

Standard HDPE geomembrane welding equipment is used for welding of joints between liner sheets and concrete formwork. This typically requires extrusion welder.

b. Seaming Method:

All seams shall be welded to provide a continuous impermeable barrier. This shall be done by use of an extrusion welder. Extrusion welding incorporates hot, molten HDPE that is pressed through a port onto the materials to be welded. The molten plastic then fuses with the exposed surface(s) to create a homogenous bond of material.

c. Surface Preparation:

1) As formwork is stripped, all penetrations, tie rods, nail holes, and any damage in the liner sheets must be identified and marked to speed the welding portion of the installation.

2) Preparation of the material surface is vital to the quality of the weld. The surfaces must first be cleaned, dried and free of debris prior to welding. In order to achieve a strong bond between the extrusion material and the surface, the liner should be slightly scored using a grinder and proper techniques.

3) The welder should be set to parameters defined by the manufacturer of the welding equipment. All seams and penetrations must be properly ground to roughen the surface of the Liner to prepare for extrusion welding. All field seams should be extrusion welded or wedge welded.

4) A copper wire can be inserted prior to welding so holiday spark testing can be performed on extrusion weld seams. Whenever feasible, all welds shall be air or vacuum tested. Boot and weld all pipe penetrations in accordance with manufacturer’s shop drawings.

2. Trial Seams:
   Prior to any field welding of lined surface, perform a trial seam to ensure that the technician and method is adequate. Trial seams shall be performed on materials from the current project; three feet in length is adequate. Trial weld seams shall then be tested to ensure equipment settings are sufficient to produce quality welds. Testing can consist of both non-destructive and destructive methods.
   a. Non-Destructive Seam Testing:
      1) Non-destructive testing shall consist of spark testing.
      2) If spark testing of the finished seams is required, a copper wire may be set into the weld joint prior to welding. This will allow for spark testing for the welded seam for determination of the presence of possible leaks in the weld. This process is not necessary but may provide an alternative method for non-destructive testing of the welds. Spark testing can be performed with a manufacturer's approved instrumentation when set at approximately 20,000 to 35,000 volts depending upon apparatus. Any defects found should be marked and repaired according to approved repair methods.
   b. Destructive Seam Testing:
      When job requirements mandate destructive seam testing of trial seams, an appropriate number of samples should be agreed upon by all parties. Weld seams should then be tested for shear strength according to standard industry guidelines. When proper welding techniques are followed, the weld should exhibit approximately 70% of the parent tensile yield strength.
3. Field Seams:
   a. Non-Destructive Seam Testing:
      1) Testing shall consist of spark testing.
      2) When spark testing of the finished seams is required, a copper wire shall be set into the weld joint prior to welding. This will allow for spark testing for the welded seam for determination of the presence of possible leaks in the weld. This process is not necessary but may provide an alternative method for non-destructive testing of the welds. Spark testing can be performed with approved instrumentation when set at approximately 20,000 to 35,000 volts depending upon apparatus. Any defects found should be marked and repaired according to approved repair methods.

END OF SECTION 09980

SECTION 09990
P.V.C. LINING FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. This section covers PVC linings for the Interceptor Sewer Relocation portion of this project, and includes the following general requirements:
   1. Provide a flexible PVC sheet liner with locking extensions into the interior faces of sanitary sewer manholes, reinforced concrete flow structures and R.C.P. to effectively protect concrete surfaces from corrosion.
   2. Liner shall be continuous and free from any holes (including pinholes), defects or other faults both across joints and the liner itself. All jointing welding and sealing shall be equally as effective as the liner. 360° liner coverage for R.C.P.
   3. All PVC liner materials shall be white.
   4. The manufacturer of the lining shall furnish an affidavit attesting to the successful use of its material as a lining for sewer pipes for a minimum period of 40 years in sewage conditions recognized as corrosive or otherwise detrimental to concrete.
   5. The interior area of all R.C.P., reinforced concrete manholes and structures shall be sealed and protected with the specified lining. All joints between individual sheets or sections of liner shall be continuously heat welded by the use of welding strips of the same kind and equivalent thickness of material as the liner (with the exception of the integral extension ribs).

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM D412.

1.3 SUBMITTALS

A. Submit the following under provisions of Section 01330.

SD-03 Product Data:

Product data; G-ED

Submit for approval, data indicating chemical and physical characteristics, performance criteria and substrate preparation.

SD-08 Manufacture’s Installation Instructions:

Manufacture’s Installation Instructions; FIO

Submit For Information Only description of special procedures, surface preparation, welding, testing, perimeter conditions requiring special attention, corner details and special installation.

SD-02 Shop Drawings

Liner Shop Drawings; G-ED

The Contractor shall submit to the COR for approval, shop drawings of installation details showing how the structure will be lined. These drawings

shall show how returns, corners, joints and coverage will be accomplished. No liner shall be placed until these drawings have been submitted to the COR and approved.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver material to project site in sealed original packages.

B. Protect and heat or cool material storage location to maintain temperature ranges recommended by manufacturer.

C. Keep storage area neat and clean and replace or repair damage thereto or to its surroundings.

D. Avoid danger of fire. Deposit cleaning rags and waste materials in metal containers having tight covers or remove from structures each night. Provide fire extinguishers of type recommended by manufacturer in areas of storage and where lining is occurring. Allow no smoking or open containers of solvents. Store solvents in safety cans.

1.5 QUALITY ASSURANCE

A. Shop Testing:
1. All liners shall be shop-tested for holes, using an approved spark detector. Sheets having holes shall be satisfactorily repaired in the shop and retested prior to shipping the sheets to the project site or the pipe manufacturing plant. Repairs shall be made only by welders prequalified as provided herein.
2. The COR may take test samples at the Owner’s expense at the point of manufacture during production of sheet and strip material. All sheets to be used in reinforced concrete pipe shall be tested by the Contractor at the pipe manufacturer’s plant as well as in the field at no additional cost to the Owner.
3 Perform work in accordance with sealant manufacturer’s requirements for preparation of surfaces and material installation instructions.
4. Manufacturer shall be a company specializing in manufacturing the products specified in this Section with minimum three years documented experience.
5. Applicator shall be a company specializing in performing the work in this Section with minimum three years experience.
6. Maintain temperature and humidity recommended by the manufacturer during and after installation.

1.6 COORDINATION

A. Coordinate work with other Contractors.

PART 2 PRODUCTS

2.1 MATERIALS

A. Composition: The material used in the liner, welding strips and other accessory items, shall be a combination of polyvinyl chloride resin, pigments and plasticizers, specially compounded to remain flexible. Polyvinyl chloride resin shall constitute not less than 99%, by weight, of the resin used in the formulation. Copolymer resins will not be permitted.
B. Physical and Chemical Properties: The COR, at any time during manufacture, or at any time prior to final acceptance of the work, may sample each type of sheet and strip. The samples thus taken shall be subject to the tests set forth below:

1. Tensile specimens shall be prepared in accordance with ASTM D-412DIE B. These shall be cut from sheets, joint strips, and flat welding strips.

2. Weight change specimens shall be 1" x 3" and of specified sheet thickness.

   Test specimens shall be conditioned to a constant weight at 110?F before and after submersion in the following solutions for a period of 112 days at 77 plus-or-minus 5?F. At 28 day intervals, tensile specimens and weight change specimens shall be removed from each of the chemical solutions and tested.

CHEMICAL SOLUTION	CONCENTRATION
Sulfuric acid	20%*
Sodium hydroxide	5%
Ammonium hydroxide	5%*
Sodium hypochlorite	1%*
Nitric acid	1%*
Ferric chloride	1%
Soap	0.1%
Detergent (linear alkyl benzyl sulfonate or gas)	0.1%
Bacteriological	BOD not less than 700 mg/l

*Volumetric percentages of concentrated C.P. grade reagents.

All plastic liner sheets, joint, corner and welding strips shall have the following physical properties when tested at 77 plus-or-minus 5?F.

PROPERTY	INITIAL	AFTER 112 DAYS EXPOSURE IN ABOVE LISTED CHEMICAL SOLUTIONS**
Tensile strength	2200 psi min.	2100 psi min.
Elongation at break	200% min.	200% min.
Indentation hardness (Shore durometer, Type D)	Inst. 50-60 10-sec. 35-50	+5 with respect to initial test result
Weight change		+1.5%

**If any specimen fails to meet the 112 day requirements before completion of the 112 day exposure, the material shall be subject to rejection.

Liner locking extension embedded in concrete shall withstand a test pull of at least 100 pounds per linear inch, applied perpendicularly to the concrete surface for a period of one minute without rupture of the locking extensions or withdrawal from embedment. This test shall be made at 75 plus-or-minus 5?F.

All plastic liner sheets, including locking extensions, all joint, corner and welding strips shall be free of cracks, cleavages, or defects adversely affecting the protective characteristics of the material. The COR may authorize the repair of such defects by approved methods.

Specimens taken from sheets and strips at any time prior to final acceptance of the work, when tested as specified, shall meet the requirements set forth above.

C. Details and Dimensions:

1. Thickness of Material: Liner to be bonded to concrete by means of integral locking extensions embedded in the concrete shall have a minimum thickness of 0.065". Liner to be bonded to concrete or steel surfaces by means of adhesive shall have a minimum thickness of 0.094". Welding strips shall have a minimum thickness of 0.094" and maximum thickness of 0.156". Joint strips shall have a minimum thickness of 0.075".

2. Sheet and Strip Size: Sheets of liner shall be as large as practicable to adequately fit the intended use.

   Large sheets shall be formed in the shop by lapping basic size sheets a minimum of 0.05" and fusing the sheets together in such a manner as to produce a continuous welded joint. Specimens taken from shop welded joints shall show no cracks or separation and shall be tested in tension after flexing. Each specimen shall withstand a minimum load of 132 pounds per linear inch of weld, or the product of 2,000 psi times the minimum thickness in inches of the material adjoining the weld, whichever is greater. The thickness shall be taken within a 2" gage length.

   Tears, cracks or separation in the laps shall be cause for rejection.

   Joint strips shall be a 4 plus-or-minus 0.25" wide and shall have each edge beveled prior to application.

   Welding strips shall be 1 plus-or-minus 0.15" wide. All welding and outside corner strips shall have edges beveled at time of manufacture.

3. Locking Extensions: All liners cast into concrete shall have integral locking extensions embedded in the concrete. Liner may be bonded to concrete surfaces with an adhesive if specifically shown on the Drawings and specifications. Locking extensions shall be of the same material as the liner plate and shall be integral with the sheets of liner plate. Locking extensions shall have an approved cross section with a minimum height of 0.375" and a minimum web thickness of 0.085". They shall be approximately 2-1/2" apart and shall be such that when the extensions are embedded in concrete, the liner will be held permanently in place.

   Locking extensions shall be parallel and shall be continuous except where omitted for joints.

D. Adhesives and Cleaners:

Adhesives, solvents and activators proposed for use for application to plain sheet shall be submitted to the COR for approval. Adhesives used on the liner shall be limited to those products approved by the COR. No adhesive shall be applied to the liner or to any of the liner strips which will deleteriously affect the liner or strip in any way.

Adhesive products and flammable solvents shall not be used for any purpose in connection with plastic liner with locking extensions. Cleaning agents for use with plastic liner with locking extensions shall be water soluble or dispersible, non-flammable, and not detrimental to the plastic liner.

2.2 APPROVED MANUFACTURERS

A. Ameron Protective Linings Division; Amer-Plate T-Lock.

B. COR approved equivalent.

PART 3 EXECUTION

3.1 INSTALLATION

A. The installation of all plastic liners shall be done in accordance with these specifications. Liners for cast-in-place structures shall be applied and secured to the forms and inspected and approved by the COR prior to the placement of reinforcing steel.

B. Qualification of Installers:

1. Applicators: The application of plastic liner to forms and other surfaces shall be considered as highly specialized work. Personnel performing this type of work shall be trained in methods of installation and shall demonstrate their ability to the COR.

2. Welders. Each welder shall prequalify by successfully passing a welding test before doing any welding. Requalification may be required at any time deemed necessary by the COR. All test welds shall be made in the presence of the COR (to be coordinated with the City's representative) and shall consist of the following:

   Two pieces of liner, at least 15" long and 9" wide, shall be lapped 1-1/2" and held in a vertical position.

   A welding strip shall be positioned over the edge of the lap and welded to both pieces of liner. Each end of the welding strip shall extend at least 2" beyond the liner to provide tabs.

   The weld specimen shall be submitted to the COR and shall be tested as follows:

   Each welding strip tab, tested separately, shall be subjected to a 10-pound pull normal to the face of the liner with the liner being held firmly in place. There shall be no separation between the welding strip and liner when the welding tabs are submitted to the test pulls.

   Three test specimens shall be cut from the welded sample and tested in tension across the welds. If none of these specimens fail when tested as specified herein, the weld will be considered as satisfactory in tension.

   If one of the specimens fails to pass the tension test, a retest will be permitted. The retest shall consist of testing three additional specimens cut from the original welded sample. If all three of the retest specimens pass the test, the weld shall be considered satisfactory.

   A disqualified welder may submit a new welding sample when, in the opinion of the COR, he has had sufficient off-the-job training or experience to warrant re-examination.

C. Placing Plastic Liner:

1. Coverage. Liner shall cover, as a minimum, all concrete surfaces which will be exposed to sewer gases and where indicated. The off-set of each longitudinal terminal edge of sheet on adjoining pipe sections after pipe is installed shall not be greater than 1-1/2".

   At a station where there is a difference in coverage, and the longitudinal terminal edges of liner downstream from said station are lower than those upstream, the terminal edges of the liner installed in the section of pipe or structure immediately upstream from the station shall be sloped uniformly for the entire length of the section of pipe or structure from the limits of the smaller coverage to those of the greater coverage. Wherever the longitudinal terminal edges of liner downstream from the station are higher than those upstream, the slope shall be accomplished uniformly throughout the length of the section of pipe or structure immediately downstream from the station. An approved locking extension shall be provided along all tapered lower terminal edges of liner.

2. Positioning Liner: All liner installed in pipe shall be positioned so that the locking extensions are parallel with the axis of the pipe. Liner shall be centered with respect to the “T” of the pipe when the inner form is positioned. Liner shall be set flush with the inner edge of the bell end of a pipe section and shall extend either to the spigot end or to approximately 4" beyond the spigot end, dependent upon the type of liner joint to be made with the adjoining pipe.

   All liners installed in a cast-in-place structures shall be positioned so that the locking extensions are parallel to the axis of the structure, and all liner installed in other structures shall be positioned with locking extensions horizontal unless otherwise indicated on the Drawings.

   Liner sheets shall be closely fitted to inner forms. Sheets shall be cut to fit curved and warped surfaces using a minimum number of separate pieces.

   The Contractor shall furnish sketches to the COR showing the proposed layout of liner sheets for cast-in-place structures. The sketches shall show the location and type of all field welds.

   The COR may require the use of patterns or the marking of sheet layouts directly on the forms where complicated or warped surfaces are involved.

   At transverse joints between regular size sheets of liner, used in cast-in-place structures and at all pipe joints, the space between ends of locking extensions, measured longitudinally, shall not exceed 4". Where sheets are cut and joined for the purpose of fitting irregular surfaces, this space shall not exceed 2".

3. Securing Liner in Place: Liner shall be secured in place to the inner forms. Only finishing nails may be used to secure liners to wood forms.

   Where form ties or form stabilizing rods pass through liner, provisions shall be made to maintain the liner in close contact with the forms during concrete placement.

D. Liner Returns: A liner return shall be installed wherever surfaces lined with plastic liner join surfaces that are not so lined, such as brick,

clay pipe, cast-iron pipe, manhole frames and metal or clay tile gate guides.

Unless otherwise indicated, returns shall be made as follows:

Each liner return shall be a separate strip of liner at least 3" wide joined to the main liner by means of approved corner strips.

Corner strips shall be welded continuously to the return and to the main liner and applied wherever possible from the back of the lining.

Locking extensions shall be provided on returns to lock the returns to the concrete of plastic lined, cast-in-place structures. Locking extensions will not be required on liner returns installed on lined precast concrete pipe.

Each liner shall be sealed to adjacent construction with which it is in contact as approved by the COR.

E. Concrete Operations:

1. Concrete Placement: Concrete placed against liner shall be carefully vibrated so as to avoid damage to the liner and to produce a dense, homogeneous concrete securely anchoring the locking extensions into the concrete. External vibrators shall be used in addition to internal vibrators, particularly along the lower terminal edge of plastic liner.

   If approved stiffeners are used along locking extensions of liner installed in forms for pipe, they shall be withdrawn completely during the placement of concrete in the forms. The concrete shall be revibrated to consolidate the concrete in the void spaces caused by the withdrawal of the stiffeners.

2. Removing Forms: In removing forms, care shall be taken to protect liner from damage. Sharp instruments shall not be used to pry forms from lined surfaces. When forms are removed, any nails that remain in the liner shall be pulled without tearing the liner and the resulting holes clearly marked. Form tie holes shall be marked before ties are broken off and all areas of serious abrasion of the liner shall be marked.

   Liner in pipe shall be cleaned at the direction of the COR (in coordination with the City’s representative) for inspection and repaired prior to shipment of the pipe.

   Banding straps used in securing liner to forms for pipe and cast-in-place structures shall be removed within the limits of the unlined invert, and voids left in the invert at the edge of the liner shall be filled with cement mortar or other material approved by the COR.

F. Field Joining of Liner:

1. General. No field joint shall be made in liner until the lined pipe or structure has been backfilled and consolidated pipe joint must be dry before lining joints are made. Where water is encountered, the joint shall not be made until pumping of the groundwater has been discontinued for at least five days and no visible leakage is evident at the joint. Liner at joints shall be free or all foreign materials and shall be clean and dry before joints are made.

   Hot joint compound shall not be brought in contact with liner.

No coating of any kind shall be applied over any joint, corner, or welding strip, except where non-skid coating is applied to liner surfaces.

Adhesive shall not be applied to the surfaces of cement mortar in pipe joints, or to the surfaces of liner or joint strips opposite said mortar and concrete surfaces.

2. Field Joints in Pipe Installations: Field joints in liner at pipe joints shall be one of the following types:

   Type P-1. A Type P-1 joint shall consist of a 4" joint strip, centered over the mortared pipe joint and secured along each edge of adjacent liner by means of a welding strip. The gap between ends of lock extensions shall not exceed 4".

   Type P-2. A Type P-2 joint shall be made with an integral part of the liner extending 4 plus-or-minus 1/4" beyond the spigot end of the pipe overlapping the liner downstream from the pipe joint and secured to the downstream liner by means of a welding strip. A 4" strip of liner extending beyond the spigot end of pipe shall be devoid of locking extensions and shall be protected from damage during pipe handling and jointing operations. Excessive tensions and distortion in the strip caused by bending it back sharply at the end of the pipe will not be permitted.

   Care shall be taken to protect the flap from damage. Excessive tensions and distortion in bending the flap back to expose the pipe joint during laying and joint mortaring shall be avoided.

   Longitudinal edges in the bottom flowline of 360° lined R.C.P. shall be butt welded.

   Any flap which has been bent and held back during pipe laying and jointing operations shall be allowed to return to its original shape and flatness well in advance of making the liner joint.

   For beveled pipe, the liner extension at the spigot end of the pipe shall be trimmed to extend 4" beyond and parallel to the beveled end. Length between ends of locking extensions shall not exceed 4".

   All joints between lined pipe and lined cast-in-place structures shall be either Type C-1 or Type C-2 as specified herein.

3. Field Joints in Cast-In-Place Structures: Field joints in liner on cast-in-place structures shall be one of the following types:

   Type C-1. A Type C-1 joint shall be made in the same manner as a Type P-1 joint is made. The width of the space between adjacent sheets of liner in a Type C-1 joint shall not exceed 1/2". This type of joint is the only type permitted at transverse contraction joints in concrete. Its only other use is for joints between pipes and cast-in-place structures.

   Type C-2. A Type C-2 joint shall be made by overlapping sheets not less than 1-1/2" and securing the overlap to the adjacent liner by means of a welding strip. The upstream sheet shall

overlap the downstream sheet. The length of that part of the overlapping sheet (not have lock extensions) shall not exceed 4".

Type C-3. A Type C-3 joint shall be made by putting sheets of liner together and applying a welding strip over the back of the joint before concrete is poured, and applying a welding strip over the front of the joint, after concrete is poured. A Type C-3 joint will not be permitted at a transverse joint that extends to a lower terminal edge of liner or at any joint where the gap between adjoining sheets of liner exceeds 1/8".

4. Installation of Welding Strips: Welding strips shall be fusion welded to joint strips and liner by qualified welders using only approved methods and techniques. The welding operation of any joint shall be continuous until that joint has been completed.

   At the lower terminal edges of liner, each transverse welding strip shall be extended at least 2" to provide a tab. The COR may test each transverse weld by applying a 10-pound pull to the tab, normal to the face of the structure.

   Liner adjoining the welding strip shall be held in place during application of the force. If a weld failure develops, the 10-pound pull shall be maintained until no further separation occurs. Defective welds will be retested after repairs have been made. Tab shall be trimmed away neatly by the installer of the liner after the welding strip has passed the test.

G. Application of Plastic Liner to Steel Surfaces: All fabrication or welding of steel to be lined with plastic liner shall be completed before the liner is installed except where field welding is required.

   All steel surfaces to which plastic liner is to be applied shall be sandblasted, leaving surfaces free of all mill scale, rust, grease, moisture, and other deleterious substances. All interior welds shall be ground smooth and all weld splatter removed. After welds are ground, weld metal shall not project more than 1/16" above the pipe surface. In the event that field welding is required, the plastic liner shall not be installed closer than 12" to the weld. Plastic liner shall be installed in the weld area after welding on the steel has been completed.

   The application of primer, adhesive, activator, and liner to steel surfaces shall conform to the requirements set forth herein for bonding of liner to concrete surfaces with adhesive. All field joints shall be tight fitting butt joints. After the liner has been applied to steel surfaces, corner strip or welding strips shall be applied over all joints and welded in place.

H. Protection and Repair of Liner: All necessary measures and precautions shall be taken to prevent damage to liner from equipment and materials used in, or taken through the work. Any damage to installed liner shall be required by the Contractor in accordance with the requirements set forth herein for the repair of liner.

   All nail and tie holes and all cut, torn, and seriously abraded areas in the liner shall be patched. Patches made entirely with welding strips shall be fused to the liner over the entire patch. The use of this method is limited to patches that can be made with a single welding strip. The use of parallel, overlapping or adjoining welding strips will not be permitted. Larger patches may consist of smooth liner over the damaged area with edges covered with welding strips fused to the patch

and to the liner adjoining the damaged area. The side of a single patch of the latter type shall be limited only as to its width, which shall not exceed 4".

Wherever liner is not properly anchored to concrete, or wherever patches larger than those permitted above are necessary, the repair of liner and the restoration of anchorage shall be as directed by the COR.

1. Field Test. The surface of liner shall be cleaned to permit visual inspection and spark testing. All welds shall be physically tested with a nondestructive probing method. All liners, when installed, may be tested by the COR, using a spark-type detector. All area of liners failing to meet the field test shall be properly repaired and retested.

   Any spark testing of liner by the Contractor for his own purpose shall be done with a detector approved by the COR.

   Each transverse welding strip that extends to a lower edge of the liner shall be tested. The welding strips shall extend below the liner providing a tab. A 10-pound pull will be applied normal to the face of the pipe by means of a spring balance. Liner adjoining the welding strip will be held against the concrete during application of the force. The 10-pound pull will be maintained if a weld failure develops, until no further separation occurs. Defective welds will be retested after repairs have been made. Tabs shall be trimmed away neatly after the welding strip has passed inspection. The Contractor shall provide all equipment required to test liner in the manner recommended by the manufacturer and as described above. The Contractor shall also provide personnel qualified to perform the testing. Testing shall be performed in the presence of the COR.

I. All work for an in connection with the installation of the lining in manholes and flow structures, and the field sealing and welding of joints, shall be done in strict conformity with all applicable specifications, instructions and recommendations of the lining manufacturer.

J. Field Testing: When installation and welding are complete, the entire lining and weld areas shall be visually and manually inspected by the installer, in the presence of the COR (in coordination with the City Inspector), with an instrument such as a putty knife and then shall be tested with an approved electrical holiday detector (Tinker & Rasor, Model Ap-W with powerpak or equal) with the instrument set between 20,000 and 22,000 volts. Any imperfections must be repaired before placing the lining in service.

END OF SECTION 09990

SECTION 15105
SLUICE GATES FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. This section covers sluice gates for the Interceptor Sewer Relocation portion of this project, and in general includes the follwing:
1. Sluice Gates with Operators and Accessories.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ASTM A126 – Gray Iron Castings for Valve Flanges, and Pipe Fittings.

B. ASTM A276 – Stainless and Heat-Resistant Steel Bars and Shapes.

C. ASTM B32 – Solder Metal.

D. ASTM B98 – Copper-Silicon Alloy Rod, Bar and Shapes.

E. ASTM B139 – Phosphor Bronze Rod, Bar and Shapes.

F. ASTM B209 – Aluminum and Aluminum Alloy Sheet and Plate.

G. ASTM B584 – Standard Specification for Copper Alloy Sand Castings for General Applications.

H. AWWA C501 – Cast-Iron Sluice Gates.

I. NEMA 250 – Enclosures for Electrical Equipment.

J. NEMA ICS 6 – Enclosures for Industrial Control and System.

1.3 SUBMITTALS: Submittals shall be in accordance with the provisions of Section 01330.

SD-03 Product Data

Equipment Drawings G-ED

Outline and installation drawings for equipment and fixtures furnished.

Equipment; G-ED

Equipment performance data and operating characteristics.

Manufacturer’s Catalog Data; G-ED

Manufacturer's catalog data, marked to indicate materials being furnished as standard equipment, fixtures, specialties, and accessories.

SD-02 Shop Drawings

Shop Drawings; G-ED

Shop drawings on shop-fabricated systems.

Drawings showing arrangement of piping, controls, and accessory equipment furnished.

SD-07 Certificates

Manufacturer’s Certificates; G-ED

Manufacturer's Certificate: Submit For Information Only, certification that products meet or exceed specified requirements.

SD-10 Operation and maintenance

O & M Manuals; G-ED

Operation and Maintenance manual data shall be submitted in accordance with Section 01730.

1.4 DELIVERY, STORAGE AND HANDLING

A. Delivery shall be in accordance with the following:
   1. Arrange delivery of products in accordance with construction schedules and to allow inspection prior to installation.
   2. Coordinate deliveries to avoid conflict with conditions at site.
   3. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
   4. Clearly mark to identify partial deliveries of component parts to facilitate assembly.

B. Storage shall be in accordance with the following:
   1. Store products immediately on delivery and protect until installed. Storage to be in accordance with manufacturer's instructions with seals and labels intact and legible.
   2. Provide platforms, blocking or skids, or coverings required to protect products from deterioration or damage.
   3. Arrange storage in a manner to provide easy access for inspection.
   4. Maintain storage conditions to prevent deterioration or damage.
   5. Protect products after installation to prevent damage from subsequent operations. Remove when no longer needed.

C. Handling shall be in accordance with the following:
   1. Provide equipment and personnel necessary to handle products by methods to prevent damage to products or packaging.
   2. Handle products by methods to prevent bending or overstressing.

1.5 SERVICE REPRESENTATIVE

A. Provide qualified service representative to perform functions described in Section 01450.

B. Valve and operator installation shall include one trip by the Manufacturer's representative consisting of an 8-hour work day on-site (travel time not included) for startup and training of operations personnel.

C. Any additional trips required by the Contractor before or after final startup and training shall not be charged to the Owner.

1.6 COORDINATION

A. Coordinate work with other Contractors.

PART 2 PRODUCTS

2.1 SLUICE GATE

A. General:

1. All sluice gates shall be by same manufacturer.
2. Leakage shall not exceed 0.1 GPM per foot of sealing periphery (20' seating head and 20' unseating head).
3. All parts shall have accurately machined mounting and bearing surfaces.
4. Gates shall be completely shop assembled to insure proper fit, alignment and adjustment of all parts.
5. Working stresses shall not exceed 1/3 of yield strength or 1/5 of ultimate strength of material.
6. Each sluice gate shall be complete with wall thimble, operating stems, operator, supports, and other accessories.
7. Assembled sluice gate shall be completely shop tested for proper seating - seat facings shall be machined and wedges adjusted to exclude a 0.004” thickness gauge between frame and disc seating surfaces.

8. Shop Painting shall be in accordance with the following and with Section 09900.

Items	**Surface Preparation**	**1st Coat**	**2nd Coat**
Gate, Wall Thimbles, Frame, Disc and Guides	SP 10	Epoxy 5 mils (min.)	Epoxy* 5 mils (min.)
Floor Stand with Crank Operator	SP 6	Epoxy 5 mils (min.)	Aliphatic** Polyurethan e 2 mils (min.)

Field touch-up painting shall be performed as required.
*Compatible with Tnemec Series 69 Hi-Build Polyamidoamune Epoxy.
**Compatible with Tnemec Series 75 Endura-Shield.

B. Materials of Construction

1. All materials used in construction of the gates and appurtenances shall be the best suited for highly corrosive raw sewage application and shall confirm to the following specifications:

Item	Material
Wall thimbles, frame, disc and guides, and operator.	Cast Iron ASTM A126, Class B
Wedges	Stainless Steel ASTM A276, Type 316
Seating faces	Stainless Steel ASTM A276, Type 304
Stem couplers, stems, stem Guides and stem brackets.	Stainless Steel ASTM A276, Type 304

Anchor bolts, assembly bolts, washers and nuts	Stainless Steel ASTM A276, Type 304
Seals for flush bottom	Neoprene

C. Gates
   1. Sluice gates will be cast iron and will have side wedges for seating head conditions and side, top and bottom wedges for unseating head conditions.
   2. All gate components will be designed to safely withstand heads of 15'.

D. Frame
   1. The frame will be of cast iron, one-piece construction with mounted flange.
   2. All contact surfaces of the frame shall be machined.
   3. The frame shall have machined dovetailed grooves on the front face.
   4. The back of the frame shall be machined to bolt directly to the machined face of a wall thimble.

E. Disc
   1. The disc shall be of cast iron, one-piece construction, rectangular with integrally cast vertical and horizontal ribs, and because of seating head, shall have a rounded bottom (bullnose feature) to enhance streamlines and minimize downpull.
   2. A reinforcing rib along each side shall be provided to insure rigidity between the side wedges.
   3. The disc shall have machined dovetailed grooves on the seating face.
   4. Wede pads for side, top and bottom wedges, shall be cast integrally on the disc and machined to receive adjustable stainless steel wedges.
   5. A heavily reinforced nut pocket shall be cast integrally on the vertical centerline and above the horizontal center, and be of such shape to receive the square-backed thrust nut.

F. Guides
   1. The guides shall be cast iron, one-piece, designed to withstand the total thrust due to liquid pressure and the wedging action.
   2. The guides shall be machined on all contact surfaces, and a groove shall be machined the entire length of the guide to allow 1/16" clearance between a disc tongue and guide groove.
   3. The guide groove shall be further lined with a stainless steel liner.
   4. The guides shall be of such length as to retain and support at least one half the disc in the full open position.
   5. The guides shall be integrally cast with or attached to the frame with stainless steel studs and nuts, and shall be doweled to prevent any relative motion between the guides and frame.

G. Wedges
   1. The wedges shall be stainless steel, machined on all contact surfaces.
   2. Wedges shall be attached to the disc with stainless steel studs and stainless steel nuts and shall have adjusting stainless steel screws with stainless steel lock nuts.

H. Seat Facings
   1. All seat facings shall be stainless steel or a composition.
   2. The extruded seat facings shall be of special shape to fill and permanently lock in the machined dovetail grooves. Attaching pins and screws will not be allowed.

3. The installed seat facings shall be machined to a 63 micro-inch finish or better.

I. Wall Thimbles
1. Wall thimbles shall be furnished for all sluice gates.
2. Wall thimbles shall be section “F”. The depth will be 8” or as indicated on Drawings.
3. Thimbles shall be cast iron, one-piece construction of adequate section to withstand all operational and reasonable installation stresses.
4. Wall thimbles shall be internally braced during concrete placement.
5. A center ring or water stop shall be cast around the periphery of the thimble.
6. The front flange shall be machined and have tapped holes for the sluice gate attaching studs, and metal stamped vertical centerlines with the word “top” for correct alignment.
7. Large rectangular wall thimbles shall be provided with holes in the invert to allow air to escape during concrete placement beneath the thimble. Holes shall be cleaned out and filled level with non-shrink non-staining grout and painted with epoxy paint compatible with gate coatings.
8. A permanent gasket for uniform thickness or suitable mastic shall be provided between the sluice gate frame and wall thimble.

J. Stems
1. The operating stem shall be stainless steel and of a size to safely withstand, without buckling or permanent distortion, the stresses induced by normal operating forces. In addition, the steam will be designed to transmit in compression at least 2-1/2 times the rated output of the floorstand with a 40 pound effort on the crank. The threaded portion of the stem will have machine cut threads of the 29 degree Acme type.
2. Stems of more than one section shall be joined by bronze couplings threaded and keyed to the stems. All threaded and keyed couplings of the same size will be interchangeable.
3. Manually operated, rising stem gates shall be provided with an adjustable stop collar on the stem above the floorstand lift nut.

K. Stem Guides
1. Stem guides shall be stainless steel, bushed with suitable material for highly corrosive atmosphere, mounted on stainless steel brackets.

2. Stem guides shall be adjustable in two directions and will be spaced at sufficient intervals to adequately support the stem.
3. Stem guide spacing shall not exceed an L/r ratio of 200, and will not be spaced greater than 10' except where required by gate travel.

2.2 OPERATORS

A. General
1. Provide operators (lifts) in accordance with AWWA C501 and as modified herein.
2. Provide each operator with a clear plastic stem cover.
3. Provide each operator with an indicator showing open and close positions in 1” gradation.

B. Crank-Operated Floor Stand (for 36” x 36” Gate)
1. Provide pipe stuffing box on plain section of stem.
2. Removable hand crank.
3. Not more than 40 pounds of effort on crank to open or close gate.
4. Weatherproof cast iron housing.

5. Centerline of crank 37″ above top of concrete wall, 37″ includes 1″ thick grout between concrete and floor stand base plate.

C. Electric Operator (for 66″ x 66″ Gate)
1. Provide electric motor-operated lift mechanism including electric motor, reduction gearing, stem nut, pedestal, torque and limit switches, enclosure space heaters, pushbutton controls, indicator lights, shop wiring, gear case, and handwheel for manual operation in case of power failure.
2. Unit shall be complete in a NEMA 4X enclosure requiring only the field connection of 3 PH, 460 V electric power.
3. Gate operation speed: 15 minute fully open to fully closed.

2.3 MANUFACTURERS

B. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
1. Rodney Hunt.
2. Waterman.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installation shall be by qualified craftsmen in accordance with manufacturers recommendations, Installation Manual (furnished by manufacturer), and as shown on Drawings.

B. Location, orientation, and quantities shall be as shown on Drawings.

C. Provide all required related items necessary for a complete installation.

D. Surface preparation shall follow the piping surface preparation specification. Contractor shall be responsible for compatibility of manufacturers shop coating with final finish.

3.2 SLUICE GATE SCHEDULE

ID #	**Qty**	**Size W″xH″**	**Maximum Seating Head (Ft.)**	**Maximum Unseating Head (Ft.)**	**Wall Thimble “F” Style**	**Operator**
101	1	66″ x 66″	12	0	66″ dia. w/wall collar, 8″ depth	Electric
101B	1	36″ x 36″	10	0	36″ dia. w/wall collar, 8″ depth	Manual w/crank

END OF SECTION 15105

SECTION TABLE OF CONTENTS

DIVISION 15 - MECHANICAL

SECTION 15106

SLIDE GATE FOR INTERCEPTOR SEWER LOCATION

12/01

PART 1 GENERAL

1.1 SUBMITTALS
1.2 Sub Title

-- End of Section Table of Contents --

SECTION 15106

SLIDE GATE FOR INTERCEPTOR SEWER LOCATION
12/01

PART 1 GENERAL

1.1 SUBMITTALS

SD-03 Product Data

Outline and Installation Drawings; G-ED

Outline and installation drawings for equipment and fixtures furnished.

Equipment Performance Data; G-ED

Equipment performance data and operating characteristics.

Manufacturer's Catalog Data; G-ED

Manufacturer's catalog data, marked to indicate materials being furnished as standard equipment, fixtures, specialties, and accessories.

SD-02 Shop Drawings

Shop Drawing; G-ED

Shop drawings on shop-fabricated systems.

Drawings showing arrangement of piping, controls, and accessory equipment furnished.

SD-07 Certificates

Manufacturer's Certificates; G-ED

Manufacturer's Certificate: Submit For Information Only, written certification that products meet or exceed specified requirements.

SD-10 Operation and Maintenance Data

O & M Manual; G-ED

Operation and Maintenance manual data shall be submitted in accordance with Section 01730.

1.2 Sub Title

SD-03 Product Data

Outline and Installation Drawings; G-ED

Outline and installation drawings for equipment and fixtures furnished.

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Operation and Maintenance manual data shall be submitted in accordance with Section 01730.
Text

-- End of Section --

SECTION 16111
CONDUIT FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. Section generally includes:
   1. Metal conduit.
   2. PVC coated metal conduit.
   3. Flexible metal conduit.
   4. Liquid-tight flexible metal conduit.
   5. Electrical metallic tubing.
   6. Nonmetal conduit.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.

B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.

C. ANSI C80.5 - Rigid Aluminum Conduit.

D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

E. ANSI/NFPA 70 - National Electrical Code.

F. NECA "Standard of Installation."

G. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.

H. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).

I. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

Not applicable

1.5 QUALITY ASSURANCE

A. Manufacturer shall be a company specializing in manufacturing the Products specified in this section with minimum three years experience, and with service facilities within 100 miles of Project.

B. Furnish products shall be listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products on site in accordance with this specification.

B. Accept conduit on site. Inspect for damage.

C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

D. Protect PVC conduit from sunlight.

1.7 PROJECT / SITE CONDITIONS

A. Verify in field that measurements are as shown on drawings prior to ordering materials.

B. Verify routing and termination locations of conduit prior to rough-in.

C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

1.8 SEQUENCING / SCHEDULING

Not applicable

1.9 WARRANTY

A. Manufacturer shall warrant specified equipment to be free from defects in materials and workmanship for the lesser of one year from date of installation or 18 months from date of purchase.

1.10 MAINTENANCE

Not applicable

1.11 SERVICE REPRESENTATIVE

Not applicable

1.12 START-UP, COMMISSIONING, AND TRAINING

Not applicable

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIALS

A. Description:
This section includes material to be used to protect electrical wiring in exposed, concealed, and underground applications.

2.2 METAL CONDUIT

A. Manufacturers shall be as follows:
1. Allied Tube & Conduit.
2. Vaw of America.
3. Traingle PWC Inc.
4. Anamet Inc.

B. Rigid Steel Conduit: ANSI C80.1.

C. Rigid Aluminum Conduit: ANSI C80.5.

D. Intermediate Metal Conduit (IMC): Rigid steel.

E. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 PVC COATED METAL CONDUIT

A. Manufacturers shall be as follows:
1. Anamet Inc.
2. Certainteed Corp.
3. Robroy Industry.

B. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil thick.

C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external PVC coating to match conduit.

2.4 FLEXIBLE METAL CONDUIT

A. Manufacturers shall be as follows:
1. Carol Cable Co.
2. Anamet Inc.
3. Eletroflex.

B. Description: Interlocked steel construction.

C. Fittings: ANSI/NEMA FB 1.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers shall be as follows:
1. Electriflex.
2. Carol Cable.
3. Raco Inc.

B. Description: Interlocked steel construction with PVC jacket.

C. Fittings: ANSI/NEMA FB 1.

2.6 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers shall be as follows:
1. Allied Tube & Conduit.
2. Triangle PWC.
3. Imperial Pipe & Supply.
4. Engineer approved equivalent.

B. Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel compression type.

2.7 NONMETALLIC CONDUIT

A. Manufacturers shall be as follows:
1. Carlon.
2. Endot Ind.
3. Engineer approved equivalent.

B. Rigid Plastic Conduit: NEMA TC 2, Schedule 80 PVC, with fittings and conduit bodies to NEMA TC 3.

C. Rigid Plastic Underground Conduit: High-density polyethylene, Schedule 40.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify surface is ready for conduit installation.

B. Examine conduit to verify that it is free from damage.

C. Examine conduit to verify it is free of foreign objects.

D. Install conduit in accordance with NECA "Standard of Installation."

E. Install nonmetallic conduit in accordance with manufacturer's instructions.

F. Support conduit to structure, not equipment, using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

G. Fasten conduit supports to building structure and surfaces under provisions of Section 16190.

H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports

I. Do not attach conduit to ceiling support wires.

J. Arrange conduit to maintain headroom and present neat appearance.

K. Route exposed conduit parallel and perpendicular to walls.

L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.

M. Route conduit in and under slab from point-to-point.

N. Maintain adequate clearance between conduit and piping.

O. Maintain 12″ clearance between conduit and surfaces with temperatures exceeding 104?F.

P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.

Q. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

R. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate factory elbows for bends in metal conduit larger than 2″ size.

S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses, control and expansion joints.

T. Provide suitable pull string in each empty conduit except sleeves and nipples.

U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

V. Ground and bond conduit under provisions of Section 16450.

3.2 PREPARATION

A. Arrange supports to prevent misalignment during wiring installation.

B. Group related conduits; support using conduit rack. Construct rack using steel channel.

3.3 EXECUTION, INSTALLATION, APPLICATIONS

A. Use only specified raceway in the following locations:
   1. Underground Installations More than 5’ From Foundation Wall: Rigid steel conduit. Provide concrete encasement where indicated.
   2. Installations In or Under Concrete Slab, or Underground Within 5’ From Foundation Wall: Rigid steel conduit.
   3. In Slab Above Grade: Rigid steel conduit or intermediate metal conduit.
   4. Exposed Outdoor Locations: Rigid steel conduit. Use threaded or raintight fittings.
   5. Wet Interior Locations: Rigid steel conduit or intermediate metal conduit. Use threaded or rain-tight fittings for metal conduit.
   6. Concealed Dry Interior Locations: Rigid steel conduit, intermediate metal conduit, electrical metallic tubing.
   7. Exposed Dry Interior Locations: Rigid steel conduit, intermediate metal conduit.
   8. Flexible metal conduit may be used:
      a. Lighting fixture leads, within buildings, less than 6’ from a junction box, when not subject to moisture.
   9. Liquid-tight flexible metal conduit shall be used:
      a. Motor leads, indoors, or out, less than 6’ from disconnect.
   10. Corrosive Atmosphere: Polyvinyl coated rigid metal conduit.
   11. Stubups Through Concrete Slabs: Rigid steel conduit.

B. Size raceways for conductor type installed or for type THW conductors, whichever is larger.
   1. Minimum size conduit - 3/4".

C. Accurately record actual routing of conduits larger than 2-1/2”.

3.4 FIELD QUALITY CONTROL

A. Cut conduit square using saw or pipecutter; de-burr cut ends.

B. Bring conduit to shoulder of fittings; fasten securely.

C. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods suitable to COR.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

C. All penetrations of corridor walls and rated fire and smoke walls shall be conduit. All penetrations shall be filled with fire stopping material.

D. Install empty conduit system for telephones. Provide a ¾″ empty conduit from each outlet to the terminal board. Verify requirements for service drop conduit run with telephone utility company.

END OF SECTION 16111

SECTION 16120
WIRES AND CABLES FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Building wire and cable.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

SD-08 Mnaufacturer’s Instructions

Manufacturer's Instructions; G-ED

Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

B. Conform to requirements of NFPA 70.

C. Furnish products listed by Underwriters Laboratories, Inc. as suitable for purposes specified and shown.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle Products to site.

B. Accept wires and cables on site. Inspect for damage.

C. Protect wires and cables from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.7 PROJECT / SITE CONDITIONS

Not applicable

1.8 SEQUENCING / SCHEDULING

Not applicable

1.9 WARRANTY

A. Manufacturer shall warrant specified equipment to be free from defects

in materials and workmanship for the lesser of one year from date of installation or 18 months from date of purchase.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIAL

A. Description: Copper stranded conductor, with 600V insulation.

B. Approved Manufacturers:
1. Triangle.
2. Carroll.
3. Cablec.

2.2 BUILDING WIRE

A. Feeders and Branch Circuits Larger Than 6 AWG: Copper, stranded conductor, 600 volt insulation, THHN/THWN.

B. Feeders and Branch Circuits 6 AWG and Smaller: Copper conductor, 600 volt insulation, THHN/THWN. 6 and 8 AWG, stranded conductor; smaller than 8 AWG, solid conductor.

C. Control Circuits: Copper, stranded conductor, 600 volt insulation, THHN/THWN.

2.3 CORDS

A. Oil-resistant thermoset insulated multiconductor flexible cord with identified equipment grounding conductor, suitable for hard usage in damp locations.

2.4 TELEPHONE CABLE

A. Provide a Category 3 cable from each telephone outlet to the terminal board. Cables shall be performance level unshielded twisted-pair. Provide labels on both ends.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that interior of building is physically protected from weather.

B. Verify that mechanical work which is likely to injure conductors has been completed.

3.2 PREPARATION

A. Verify conduit systems are ready to accept cables.

B. Completely and thoroughly swab raceway system before installing conductors.

3.3 EXECUTION / INSTALLATION / APPLICATIONS

A. Concealed Interior Locations: Building wire in raceway.

B. Exposed Interior Locations: Building wire in raceway.

C. Above Accessible Ceilings: Building wire in raceway.

D. Wet or Damp Interior Locations: Building wire in raceway.

E. Exterior Locations: Building wire in raceways.

F. Underground Locations: Building wire in raceway.

G. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring. Use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 125'; and for 20 ampere, 277 volt branch circuit home runs longer than 200'.

H. Colors shall be assigned to each phase conductor as described herein and shall be carried throughout the distribution system.

208/120 System	White (Neutral), Black (Phase A), Red (Phase B), Blue (Phase C)
480/277 System	White (Neutral), Yellow (Phase A), Brown (Phase B), Orange (Phase C)

Other colors may be used on a circuit phase where the circuit is divided with more than one switch control. White shall be used for the neutral conductor only. Grounding conductors shall have a green color. No other conductors shall be allowed in green except grounds. Conductor insulation shall be colored in sizes up through No. 8, conductors No. 6 and larger shall have black insulation but shall be phase color coded with ½" band of colored tape at all junctions and terminations.

3.4 FIELD QUALITY CONTROL

A. Panelboards, MCC, and switchboard feeder cables shall be Meggared to verify the insulation was not damaged during installation.

B. Neatly train and secure wiring inside boxes, equipment, and panelboards.

C. Use wire pulling lubricant for pulling 4 AWG and larger wires.

D. Support cables above accessible ceilings to keep them from resting on ceiling tiles.

E. Make splices, taps, and terminations to carry full ampacity of conductors without perceptible temperature rise.

F. Terminate spare conductors with electrical tape.

END OF SECTION 16120

SECTION 16130
ELECTRICAL BOXES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Wall and ceiling outlet boxes.
2. Pull and junction boxes.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ANSI/NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.

B. ANSI/NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

C. ANSI/NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.

D. ANSI/NFPA 70 - National Electrical Code.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

Not applicable

1.5 QUALITY ASSURANCE

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years experience.

B. Conform to requirements of ANSI/NFPA 70.

C. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store boxes in a dry location.

B. Store in such a manner that the boxes will not be damaged.

1.7 PROJECT / SITE CONDITIONS

A. Verify field measurements are as shown on Drawings.

B. Verify locations of floor boxes and outlets prior to rough-in.

C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIALS

A. Description: Sheet metal, cast PVC and fiberglass boxes for used as outlet, pull, and junction boxes.

B. Manufacturer.
   1. Steel
      a. Steel City
      b. Raco
      c. Dowers
      d. Appleton
      e. Approved equal
   2. PVC
      a. Carlon
      b. Raco
      c. Union Insulating.
      d. Approved equal

2.2 OUTLET BOXES

A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.

B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.

2.3 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Surface-Mounted Cast Metal Box: NEMA 250, Type 6; flat-flanged, surface-mounted junction box.
   1. Material: Galvanized cast iron.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

C. In-Ground Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
   1. Material: Cast aluminum.
   2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
   3. Cover Legend: ELECTRIC.

D. Fiberglass Handholes: Die-molded fiberglass handholes.
   1. Cable Entrance: Pre-cut 6″ x 6″ cable entrance at center bottom of each side.
   2. Cover: Fiberglass weatherproof cover with nonskid finish.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine prints for locations of all outlets.

B. Verify rooms and walls are ready to accept boxes.

3.2 PREPARATION

Not applicable

3.3 EXECUTION / INSTALLATION / APPLICATIONS

A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.

B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6″ from ceiling access panel or from removable recessed luminaire.

E. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Section 07270.

F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.

G. Use flush mounting outlet boxes in finished areas.

H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6″ separation. Provide minimum 24″ separation in acoustic rated walls.

I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

J. Use stamped steel bridges to fasten flush mounting outlet box between studs.

K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

L. Use adjustable steel channel fasteners for hung ceiling outlet box.

M. Do not fasten boxes to ceiling support wires.

N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12″ of box.

O. Use gang box where more than one device is mounted together. Do not use sectional box.

P. Use gang box with plaster ring for single device outlets.

Q. Use cast outlet box in exterior locations and wet locations.

R. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

S. Set floor boxes level.

T. Large Pull Boxes: Boxes larger than 100 cubic inches in volume or 12″

in any dimension.

1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
2. Other Locations: Use surface-mounted cast metal box.

3.4 FIELD QUALITY CONTROL

A. Adjust floor box flush with finish flooring material.

B. Adjust flush-mounting outlets to make front flush with finished wall material.

C. Install knockout closure in unused box opening.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box.

B. Coordinate locations and sizes of required access doors.

C. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

D. Coordinate mounting heights and locations of outlets mounted above counters, benches and backsplashes.

E. Position outlet boxes to locate luminaires as shown on reflected ceiling plan.

END OF SECTION 16130

SECTION 16190
ELECTRICAL SUPPORTING DEVICES FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Conduit and equipment supports.
2. Anchors and fasteners.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. NECA - National Contractors Association.

B. ANSI/NFPA 70 - National Electrical Code.

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

SD-03 Product Data

Product Data; G-ED

Provide manufacturer's catalog data for fastening systems.

SD-08 Manufacturer's Instructions

Manufacturer's Instructions; G-ED

Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.5 QUALITY ASSURANCE

A. Conform to requirements of ANSI/NFPA 70.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Metallic and components shall be inspected for damage and physical defects.

B. Metallic and components shall be stored in accordance with manufacturer's recommendations.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIALS

A. Description: Steel channel, fittings, and anchors used to support

various electrical devices and equipment racks.

B. Approved Manufacturers
   1. Unistrut.
   2. Engineer approved equivalent.

2.2 STEEL CHANNEL

A. Description: Galvanized steel.
   1. Materials and Finishes: Provide adequate corrosion resistance.
   2. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.

2.3 ANCHORS AND FASTENERS

A. Concrete Structural Elements: Use precast insert system, expansion anchors.

B. Steel Structural Elements: Use beam clamps, spring steel clips.

C. Concrete Surfaces: Use self-drilling anchors and expansion anchors.

D. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.

E. Solid Masonry Walls: Use expansion anchors.

F. Sheet Metal: Use sheet metal screws.

G. Wood Elements: Use wood screws.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify wall, ceiling, and rafters are suitable to accept steel channel and anchors.

3.2 PREPARATION

A. Verify all channels, fasteners, anchors and miscellaneous as suitable for the application.

3.3 EXECUTION / INSTALLATION / APPLICATIONS

A. Install products in accordance with manufacturer's instructions.

B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".

C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.

D. Do not use spring steel clips and clamps.

E. Obtain permission from Architect/Engineer before using powder-actuated anchors.

F. Obtain permission from COR before drilling or cutting structural members.

G. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

H. Install surface-mounted cabinets and panelboards with minimum of four anchors.

I. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1″ off wall.

J. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

3.4 FIELD QUALITY ASSURANCE

A. Verify all supports are securely anchored and fastened.

B. Verify all supports are level and square.

END OF SECTION 16190

SECTION 16440
DISCONNECT SWITCHES FOR INTERCEPTOR SEWER RELOCATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Disconnect Switches.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. NECA (National Electrical Contractors Association) "Standard of Installation."

B. NEMA AB 1 - Molded Case Circuit Breakers.

C. NEMA KS 1 - Enclosed Switches.

D. NFPA 70 - National Electrical Code.

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

SD-02 Shop Drawings

Shop Drawings; G-ED

Indicate outline and support point dimensions, voltage, ampacity, integrated short circuit, arrangement and size of disconnect switches.

SD-08 Manufacturer's Instructions

Manufacturer's Installation Instructions; G-ED

Indicate application conditions and limitations of use stipulated by Product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

B. Maintain one copy of document on site.

C. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years experience.

D. Conform to requirements of NFPA 70.

E. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Material and equipment shall be transported, handled, stored, and protected from damage.

B. Protect products from weather and moisture by covering with heavy plastic or canvas and by maintaining heating within enclosure in accordance with manufacturer's instructions.

1.7 PROJECT / SITE CONDITIONS

A. Record actual locations of Products.

1.8 SEQUENCING / SCHEDULING

Not applicable

1.9 WARRANTY

A. Manufacturer shall warrant specified equipment to be free from defects in materials and workmanship for the lesser of one year from date of installation or 18 months from date of purchase.

1.10 MAINTENANCE

A. Maintenance Data: Include spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.11 SERVICE REPRESENTATIVE

A. Manufacturer shall have service facilities or an authorized service representative within 100 miles of project.

1.12 START-UP, COMMISSIONING, AND TRAINING

A. Verify operation of all equipment.

B. Demonstrate operation of equipment to Owner's representative.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIAL

A. Description: Disconnect switches for 600V and below.

B. Approved manufacturers:
1. Allen-Bradley.
2. General Electric.
3. Square D.

2.2 DISCONNECTS

A. Disconnects used as service, feeder, branch circuit disconnects and motor disconnects shall be NEMA KS 1, heavy duty, quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle. Provide interlock to prevent opening front cover with switch in ON position. Handle lockable in OFF position.

B. For motors rated 125v, 1/2 hp or less with surface mounted branch circuit runs, the disconnect shall be Bussman type SRU for plug-in type equipment, and Bussman type SSU for direct connect type equipment. Fuse

size shall be based on the current requirements of the equipment.

C. For motors rated 125v, 1/2 hp or less with concealed branch circuit runs, the disconnect shall be Bussman type SRY for plug-in type equipment, and Bussman type SSY for direct connect type equipment. Fuse size shall be based on the current requirements of the equipment.

D. Indoor locations installations enclosure to be NEMA 1, outdoor or wet location installation, enclosure to be NEMA 3R.

E. Disconnects designated “NF” on the Drawings to be non-fused.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify surface as ready to accept disconnects.

3.2 PREPARATION

A. Review manufacturer installation and mounting recommendations.

3.3 EXECUTION / INSTALLATION / APPLICATIONS

A. Install disconnects as designated on the Drawings.

B. Provide engraved plastic nameplates.

3.4 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed.

B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage and grounding. Check proper installation and tightness of connections.

END OF SECTION 16440

SECTION 16450
GROUNDING AND BONDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Grounding electrodes and conductors.
   2. Equipment grounding conductors.
   3. Bonding.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

1.3 DEFINITIONS

Not applicable

1.4 SUBMITTALS

SD-03 Product Data

Grounding Electrodes and Connections; G-ED

Provide data for grounding electrodes and connections.

SD-08 Manufacturer’s Instructions

Manufacturer’s Instructions; G-ED

Manufacturer's Instructions:Include instructions for storage, handling, protection, examination, preparation and installation of exothermic connectors.

1.5 QUALITY ASSURANCE

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years experience.

B. Conform to requirements of ANSI/NFPA 70.

C. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Metallic and components shall be inspected for damage and physical defects.

B. Metallic and components shall be stored in accordance with manufacturer's recommendations.

1.7 PROJECT / SITE CONDITIONS

A. Accurately record actual locations of grounding electrodes.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIALS

A. Description: Wire, components, and miscellaneous equipment in supplying and installing electrical grounding systems.

B. Approved Manufacturers:
1. Teledyne
2. T & B
3. Blackburn
4. Cadweld.
5. Engineer approved equivalent.

2.2 ROD ELECTRODE

A. Material: Copper-clad steel.

B. Diameter: 5/8”.

C. Length: 10’.

2.3 MECHANICAL CONNECTORS

A. Material: Bronze.

2.4 EXOTHERMIC CONNECTIONS

A. Exothermic charges and molds shall be as required for various configurations.

2.5 WIRE

A. Material: Stranded copper.

B. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

A. Verify final length and location at ground conductors.

3.3 EXECUTION / INSTALLATION / APPLICATIONS

A. Install Products in accordance with manufacturer's instructions.

B. See electrical service grounding detail.

C. For each site lighting pole or foundation, provide a concealed ground to the pole base routed with the phase conductors. In addition to this ground, provide at each pole a concealed 1/2" x 8'-0" ground rod driven to below grade. Connect this ground rod to pole with a #3 stranded copper conductor.

D. Provide a #6 ground conductor from water service to each telephone board.

E. Provide bonding to meet Regulatory Requirements.

F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

3.4 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

END OF SECTION 16450

SECTION 16480
MOTOR CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Manual motor starters.
   2. Magnetic motor starters.
   3. Combination magnetic motor starters.
   4. Motor control centers.

B. Measurement and Payment: Lump sum.

1.2 REFERENCES

A. ANSI/NEMA ICS 6 - Enclosures for Industrial Controls and Systems.

B. ANSI/UL 198C - High-Intensity Capacity Fuses; Current-Limiting Types.

C. ANSI/UL 198E - Class R Fuses.

D. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service.

E. FS W-P-115 - Power Distribution Panel.

F. FS W-F-870 - Fuseholders (For Plug and Enclosed Cartridge Fuses).

G. FS W-S-865 - Switch, Box, (Enclosed), Surface-Mounted.

H. NEMA AB 1 - Molded Case Circuit Breakers.

I. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.

J. NEMA KS 1 - Enclosed Switches.

K. NEMA PB 1 - Panelboards.

L. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.

1.3 SUBMITTALS

SD-02 Shop Drawings

Equipment and Components; G-ED

Indicate on shop drawings, front and side views of motor control center enclosures with overall dimensions. Include conduit entrance locations and requirements; nameplate legends; size and number of bus bars per phase, neutral, and ground; electrical characteristics including voltage, frame size and trip ratings, withstand ratings, and time-current curves of all equipment and components.

SD-03 Prduct Data

Product Data; G-ED

Provide product data on motor starters and combination motor starters, relays, pilot devices, and switching and overcurrent protective devices.

SD-08 Manufacturers’ Instructions

Manufacturers’ Instructions; FIO

SD-10 Operation And Maintenance

Operation and Maintenance; FIO

Submit operation and maintenance data in accordance with Section 01730. Include with O&M data, spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.4 QUALITY ASSURANCE

A. Manufacturer: Company specializing in manufacturing the Products specified in this section.

B. Conform to requirements of NFPA 70.

C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver in 60” maximum width shipping splits, individually wrapped for protection, and mounted on shipping skids.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to motor control center components, enclosure, and finish.

1.6 PROJECT / SITE CONDITIONS

A. Verify that field measurements are as indicated.

1.7 WARRANTY

A. Manufacturer shall warrant specified equipment to be free from defects in materials and workmanship for the lesser of one year from date of installation or 18 months from date of purchase.

1.8 MAINTENANCE

A. Furnish maintenance materials.

B. Furnish two each of any special tools required to operate and maintain motor control equipment.

1.9 SERVICE REPRESENTATIVE

A. Manufacturer shall have service facilities or an authorized service representative within 100 miles of project.

1.10 START-UP, COMMISSIONING, AND TRAINING

A. Verify operation of all equipment.

B. Demonstrate operation of equipment to Owner's representative.

PART 2 PRODUCTS

2.1 MANUFACTURED UNIT(S) OR MATERIAL

A. Motor starting equipment, rated 600V and under.

B. Approved manufacturer.
   1. Allen-Bradley.
   2. Square D.
   3. Cutler Hammer – Westinghouse.
   4. General Electric.

2.2 MOTOR CONTROL CENTER

A. Motor Control Centers: NEMA ICS 2; Class II, Type B.

B. Main Overcurrent Protection: M.L.O.

C. Motor Starters: Circuit breaker disconnect type.
   1. Combination starter units shall be full voltage non-reversing, unless shown otherwise, and shall utilize Motor Circuit Protectors (MCP).
      a. Each combination unit shall be rated 65,000 A/C symmetrical at 480V. The MCP shall provide adjustable magnetic protection and be provided with pin insert to stop magnetic adjustment at 1300% motor nameplate full load current to comply with NEC requirements. All MCP combination starter units shall have a “tripped” position on the unit disconnect and a push-to-test button on the unit. Motor circuit protectors shall include transient override feature for motor inrush current.
      b. Linestarters shall be electrically operated, electrically held, three-pole assemblies with arc extinguishing characteristics and shall have silver-to-silver renewable contacts. They shall have provisions for a total of eight NO or eight NC auxiliary contacts. The overload relay assembly shall be of the solid-state electronic type. Overload relays shall be reset from outside the enclosure by means of an insulated button. The overload relay shall have a built-in push-to-test button, electrically isolated NO – NC contacts and single phase protection.
      c. Each starter shall be equipped with a fused control power transformer, red and green indicating lights, HAND-OFF-AUTO selector switch, two NO contacts.

D. Feeder Tap Units: Molded case thermal-magnetic circuit breakers.

E. Voltage Rating: 480 volts, three phase, three wire.

F. Horizontal Bussing: Copper, with a continuous current rating of 800 amperes. Include copper ground bus entire length of control center.

G. Provide 100% rated neutral lug in main feed section.

H. Vertical Bussing: NEMA ICS 2; copper.

I. Isolation of the vertical bus compartment from the unit compartment shall be by means of a full height insulating barrier. This barrier shall be a single sheet of glass reinforced polyester with cutouts to allow the unit stabs to engage the vertical bus. Provide snap-in covers for all unused openings.

J. Integrated Equipment Short Circuit Rating: 65,000 amperes rms symmetrical at 480 volts.

K. Configuration: Units front mounting only.

L. Enclosure: ANSI/NEMA ICS 6; Type 12.

M. Finish: Manufacturer's standard gray enamel.

N. Pilot Lights: Push-to-test type, heavy duty.

O. Push Buttons: Heavy duty, Square D, K series or equal.

P. Power Monitoring
   1. Digital, multi-function meter, Square D CM-2150 or equal.
      a. True RMS metering through 31st harmonic with the following metered or calculated values:
         1. AC amperes in each phase, and neutral.
         2. Watts, watt demand.
         3. Vars, var demand.
         4. VA, VA demand.
         5. Power factor.
         6. Frequency.
         7. Watt hours.
         8. Var hours.
         9. THD, current.
         10. THD, voltage.
         11. K-factor.
   2. Minimum/maximum displays for all metered values.
   3. Provide PT’s and CT’s as required by the manufacturer.

Q. Transient voltage surge suppression:
   1. Multi-stage parallel protector rated for use on a 480 VAC, 3 phase, 3 wire, plus ground system. The equipment single inputs surge current capacity, based on an 8 x 20 microsecond waveform per ANSI/IEEE C62.41 Category C3 rating, shall be a minimum of 450,000 amperes per phase.
   2. The system protection modules shall contain a symmetrically balance metal oxide varistor (MOV) array. The input and output leads of the circuit shall be completely symmetrical and of equal distance to their respective connection points and each MOV individually fused. There shall also be a Silicon Avalanche Diode array which functions in coordination with the MOV array.
   3. System Supply Voltage: 480, 3PH, 3W.
   4. Provide with intergral input disconnect.
   5. Mounting: Unit mounted in MCC.

R. Phase Monitor
   1. Provide one phase monitor relay: Diversified Electronics, Inc. type SLA-440-ALE, no substitutes.
   2. Unit-mount in MCC in same cubicle as the TVSS. Tap phase monitor conductors from load-side of TVSS circuit breaker.
   3. Dry contact output to lift station control system.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify surface is ready to accept housekeeping pads and transformer.

3.2 PREPARATION

A. Review manufacturer's installation instructions.

3.3 EXECUTION / INSTALLATION / APPLICATION

A. Install motor control equipment in accordance with manufacturer's instructions.

B. Select and install heater elements in motor starters to match installed motor characteristics.

C. Provide and install permanent nameplates.

D. Provide support structure for mounting remote mounted control devices.

3.04 FIELD QUALITY CONTROL

A. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

END OF SECTION 16480