SPECIFICATIONS FOR CONSTRUCTION CONTRACT

SOLICITATION: DACA45-03-B-0004

FIRE/CRASH RESCUE STATION (FY 03)

PN: SGBP990903

OFFUTT AFB, NEBRASKA

VOLUME 1 OF 3

BIDDING INFORMATION

DIVISIONS 00-02

JUNE 2003

U.S. Army Corps of Engineers,
Omaha District

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SPECIFICATIONS FOR CONSTRUCTION OF
FIRE/CRASH RESCUE STATION
OFFUTT AFB, NE

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACA45-03-B-0004	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	10 JUN 2003	1 OF 4

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

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

7. ISSUED BY CODE CT

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

8. ADDRESS OFFER TO

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

9. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	See SECTION 00100, Para. 1.1	See SECTION 00100, Para. 1.1

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:

FIRE/CRASH RESCUE STATION
PN:SGBP990903
OFFUTT AFB, NEBRASKA

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

11. The Contractor shall begin performance within 10 calendar days and complete it within See 00800 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 _____ copies to perform the work required are due at the place specified in Item 8 by 2:00 pm (hour) local time 16 JUL 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

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

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

AMOUNTS ▶ See Attached Bidding Schedule

Contractor's Fax No._____ CAGE CODE _____

Contractor's E-Mail address_____

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return_____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

BIDDING SCHEDULE

BASIC ITEMS				
Item No.	**Description**	**Quantity**	**Unit**	**Total Amount**
1.	**All work complete on the Fire/Crash Rescue Station. Includes all work for a completed Fire Station (building, site, utilities, comm., elect., mech., etc.) as shown on the drawings. Exclude Options listed below.**	**Job**	**Lump Sum**	**$_____**
OPTION ITEMS				
O-1.	**All work completed for Option 1 (O-1). Includes environmental cleanup on existing hangar.**	**Job**	**Lump Sum**	**$_____**
O-2.	**All work complete for Option 2 (O-2). Includes complete removal of all structures located inside the existing hangar with relocation of utilities as necessary.**	**Job**	**Lump Sum**	**$_____**
O-3.	**All work complete for Option 3 (O-3). Includes replacement of hangar doors on the south side of existing hangar and re-skinning over the overhead doors on the North Side (see Architectural Drawings).**	**Job**	**Lump Sum**	**$_____**

GRAND TOTAL AMOUNT FOR FIRE/CRASH RESCUE STATION AT OFFUTT AFB	
GRAND TOTAL AMOUNT (BASIC + ALL OPTIONS)	**$_____**

NOTES:

1. See Section 00100, INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, paragraph, EVALUATION OF OPTIONS for information on evaluation of options. The Government reserves the right to exercise the Options within 365 calendar days after issuance of Notice to Proceed. Evaluation of Options will not obligate the Government to exercise the options. The exercising of any one option does no obligate the Government to exercise any subsequent options.

2. Prices must be entered for all line items on the Bidding Schedule. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the grand total amount, the lump-sum prices will be considered the price.

3. A modification to the Bidding Schedule, which provides for a single adjustment to the grand total must state the application of the adjustment to each respective lump-sum price affected.

SECTION 00100

INSTRUCTIONS, CONDITIONS & NOTICES TO BIDDERS
(July 2000, Revised April 2003)

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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 Kevin McElroy, Contract Specialist at (402) 221-4108 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 solicitation is unrestricted and open to both large and small business participation.

1.3 BASIS FOR AWARD.

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

1.4 DESCRIPTION OF WORK

The scope of this project is to furnish all plant, labor, materials, and equipment and performing all work for FIRE/CRASH RESCUE STATION at OFFUTT AFB, NE. Work shall be in accordance with plans and specifications issued with this solicitation.

1.5 ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between $7,500,000 and $10,000,000.

(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.

2 RESERVED

(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.)

3 (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.

4 (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.

5 (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.)

6 (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)

7 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) 221-4108. This number should also be used to verify the receipt of messages.

(NOTE: NOT REQUIRED FOR PROJECTS LESS THAN $100,000)

8 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. Bidders are reminded that a bid bond is required under the solicitation. Proper bid bonds and documents related to the bid bond are a matter of responsiveness that may not be corrected after bid opening. The Comptroller General of the General Accounting Office has issued a recent decision that may impact acceptability of bid bonds and related documents. The case, All Seasons Construction, Inc, B-291166.2, December 6, 2002, concluded that, in order for the bid to be responsive, signatures (including mechanically-produced signatures) must be added to powers of attorney **after** generation from a computer printer. It may be found at the GAO website at <<http://www.gao.gov/decisions/bidpro/bidpro.htm>>. Bidders are encouraged to refer to this case for guidance prior to submitting their bids.

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

9 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.")

10 (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.

11 NORTH AMERICAN CLASSIFICATION SYSTEM (NAICS).

In accordance with NAICS Manual, the work in this solicitation is assigned classification code 236220.

12 SMALL BUSINESS SIZE STANDARD.

This solicitation is not limited to small business concerns, but, for definition purposes, a concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed $28.5 million. (based on FAR 19.102)

13 (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.)

14 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.

15 (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)

16 (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)

17 (EFARS 52.214-5000) ARITHMETIC DISCREPANCIES.

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

(1) Obviously misplaced decimal points will be corrected;

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

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

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

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

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

18 (FAR 52.217-5) EVALUATION OF OPTIONS (JUL 1990).

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

19 OPTIONS.

The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

20 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.

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

20.1 (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)

20.2 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.

20.3 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.

21 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.

22 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). .

23 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.

24 NEBRASKA SALES AND USE TAX.

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

25 (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) Offutt Resident Engineer, U.S. Army Corps of Engineers, P.O. Box 13287, Offutt AFB, NE 68113, Telephone: (402) 293-2540. FAX (402) 291-8177.

26 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).

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	Kevin McElroy 402-221-4108 (phone) 402-221-4199 (Fax)	kevin.p.mcelroy@usace.army.mil

specifications (limit One per firm)/ amendments**/ Bid Results (See Paragraph AVAILABILITY OF BID RESULTS, below)/ Receipt of Bids		
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	John Stobbe 402-221-3985 (phone) 402-221-4828(Fax)	john.j.stobbe@usace.army.mil
	Or	
	Specifications Section Mike Pisci 402-221-4413 (Phone) 402-221-3842 (Fax)	michael.r.pisci@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.**

26.1 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/

26.2 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-M, (Kevin McElroy), 106 South 15th Street, Omaha, NE 68102-1618.]

27 (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.

28 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

29 (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)

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

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

31 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) 57.2% of planned subcontracting dollars with small business concerns.

(2) 8.9% of planned subcontracting dollars with those small business concerns owned and controlled by socially and economically disadvantaged individuals.

(3) 8.1% 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 Service-Disabled Veterans.

(5) 3.0% 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).

32 (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

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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 (APR 2002) ALTERNATE I (APR 2002)

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

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

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

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

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

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

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

(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, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

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

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

(End of provision)

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

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

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

_____ _____

_____ _____

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

13. RESERVED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

The offeror represents that—

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

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

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

(End of provision)

18. (FAR 52.223-4) RECOVERED MATERIAL CERTIFICATION (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 (JUNE 2003) [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, or its outlying areas.

20. (DFARS 252.225-7031) SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification*. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

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

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

(End of Provision)

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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38. *FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
39. *FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
40. *FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
41. *FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
42. *FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
43. *FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
44. *FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
45. *FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
46. *FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
47. *FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
48. *FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
49. *FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
50. *FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) [For Work on Federal Facilities]
51. *FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
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/)]
53. *FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUNE 2003) [For Contracts Over $100,000]
54. RESERVED
55. DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
56. *FAR 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUNE 2003) (For Contracts less than $6.481 million)
57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2002) (Applicable with FAR 52.225-9)
58. *FAR 52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUNE 2003) [For Contracts more than $6,481,000] ALTERNATE I (MAY 2002) [For Contracts between $6.481 and 7.304733 Million]
59. *FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002) [Applicable with FAR 52.225-11] ALTERNATE II (MAY 2002) [For Contracts Between 6.481 and 7.344733 Million]
60. *FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003)

61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)
65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]
67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [For Contracts Exceeding $100,000]
69. *FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)
70. *FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
71. FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000) [Applicable only for projects or delivery orders less than $100,000]
72. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
73. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS (JULY 2000).
74. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) [For Contracts Exceeding $100,000]
75. RESERVED
76. DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
77. *FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002)
78. RESERVED.
79. *FAR 52.232-17 INTEREST (JUN 1996)
80. *FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
81. *FAR 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (FEB 2002)
82. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
83. DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
84. DFARS 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
85. *FAR 52.233-1 DISPUTES (JULY 2002)
86. *FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
87. RESERVED
88. FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
89. *FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
90. *FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
91. RESERVED
92. *FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
93. FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
94. *FAR 52.236-8 OTHER CONTRACTS (APR 1984)
95. *FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
98. *FAR 52.236-12 CLEANING UP (APR 1984)
99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)
100. *FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
101. FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
102. *FAR 52.236-17 LAYOUT OF WORK (APR 1984)
103. FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)
106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)
108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)
109. FAR 52.243-4 CHANGES (AUG 1987)
110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
112. *FAR 52.244-2 SUBCONTRACTS (AUG 1998)
113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
114. *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUNE 2003) [For Government Property over $100,000]
115. *FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUNE 2003) [For Government Property $100,000 or Less]
116. *FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATE I (APR 1984)
121. *FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) [For Contracts $100,000 or Less]
122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]
123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)
125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS
126. INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]

SECTION 00700

CONTRACT CLAUSES

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

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

http://www.arnet.gov/far

(End of clause)

* - CONTRACT CLAUSES THAT MAY BE INCORPORATED BY REFERENCE

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

(a) Definition.

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

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

(End of clause)

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

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

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

(c) “Commercial item” means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) "Nondevelopmental item" means—

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contracting Officer may

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

As used in this clause--

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

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

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

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

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

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

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

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

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

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

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

11. *FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

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

(iii) Disclosure.

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

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

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

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

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

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

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

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

(v) Penalties.

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

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

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

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

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

(End of clause)

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

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

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

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

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

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

(1) The name of the subcontractor.

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

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

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

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

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

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

(End of clause)

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

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 relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

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

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

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 pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

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

(3) Any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) 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 issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Be limited to such modifications.

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

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

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

(End of clause)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[ ] Offeror elects to waive the evaluation preference.

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

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

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

small business concerns;

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

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

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

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

(End of clause)

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

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

23. *FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) [<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 involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will—

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

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

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

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

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

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

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

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

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

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

why not;

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

supplying a commercial item.

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

25. DFARS 252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002) [<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 Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains 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 8(a) 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) [<u>For Small Business Set Aside Only</u>]

(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 clause 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 2003) [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 or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This 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 (JUNE 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance

of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa,
Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written

request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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 responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a 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 (APR 2002)

(a) *Definition*. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

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

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

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

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

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative actin obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

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

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

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

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

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

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

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

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

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the

Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 (JUNE 2003) [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 the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any 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—CONSTRUCTION MATERIALS (JUNE 2003) (<u>For Contracts less than $6.481 million</u>)

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or 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) 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.

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

(b) *Domestic preference*. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. 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;

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

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

(c) *Request for determination of inapplicability of the BuyAmerican Act*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]*
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2002) (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—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

58. *FAR 52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUNE 2003) [For Contracts more than $6,481,000] ALTERNATE I (MAY 2002) [<u>For Contracts between $6.481 and 7.304733 Million</u>]

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

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

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

"Cost of components" means—

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

(2) For componentsmanufactured 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	United Kingdom
Ireland	Vanuatu
Israel	Western Samoa
Italy	Yemen
Japan	

"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, and outlying areas.

(b) *Construction materials*. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act 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;

(ii) The application of the restriction of the Buy American Act to a particular construction

material would be impracticable or inconsistent with the public interest; or

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*
[Include other applicable supporting information.]
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

Alternate I (May 2002). 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) 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 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 REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002) [Applicable with FAR 52.225-11] ALTERNATE II (MAY 2002) [For Contracts Between 6.481 and 7.344733 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—Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

(d) *Alternate offers*. (1) When an offer includes foreign construction material, other than designated country or 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 (MAY 2002) **[For Contracts between 6.481 and 7.304733 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—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 (JUNE 2003)

(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 and its outlying areas under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban , and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

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

(End of clause)

61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in

accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the—

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.
(ii) The target cost of a cost-plus-incentive-fee prime contract.
(iii) The target cost and ceiling price of a fixed-price incentive prime contract.
(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of Clause)

62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent

(1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or

(2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with

(i) specifications or written provisions forming a part of this contract or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States

shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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

63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copy-right infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

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

65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail

(i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of bids.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20%) of the bid price or Three Million Dollars ($3,000,000), whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid and the bid guarantee is available to offset the difference.

67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [<u>For Contracts Exceeding $100,000</u>]

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

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

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

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

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

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 (APR 2003) [<u>For Contracts Exceeding $100,000</u>]

(a) As used in this clause--

"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," 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," 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.

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

75. RESERVED

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 (SEPT 2002)

(a) Payment of Price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress Payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor Certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.) I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of Unearned Amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, Liability, and Reservation of Rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

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

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

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

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 the advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.

(End of clause)

85. *FAR 52.233-1 DISPUTES (JULY 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) 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. RESERVED

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 improvements and utilities

(1) at or near the work site, and

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

96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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

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

98. *FAR 52.236-12 CLEANING UP (APR 1984)

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

99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontractors.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

100.*FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to

measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

101.FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

102.*FAR 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

103.FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)

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

(b) The price breakdown--

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

(i) Material;

(ii) Labor,

(iii) Equipment;

(iv) Subcontracts; and

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

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

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

106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)

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

108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

109. FAR 52.243-4 CHANGES (AUG 1987)

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

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

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

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

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

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

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or

(2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

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

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 (APR 2003)

(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 Contractor shall insert the following clauses in 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 subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

114. *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUNE 2003) [<u>For Government Property over $100,000</u>]

(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 and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

115. *FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUNE 2003) [<u>For Government Property $100,000 or Less</u>]

(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 and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor,

and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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

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 persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The

Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;
(2) Required shipping date:
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number, and
(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the 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 paragraph (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 required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

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

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b) (6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

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

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

(1) For contract work performed before the 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
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PART 1 GENERAL

Attachments:

General Wage Decision Nos. (NE020001, Heavy/Highway, and NE020010, Building, both dated 4/18/03).
Appendix A - AIS Access to Automated Systems checklist
Appendix B - Contract Document Distribution List

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 ready for use not later than the number of calendar days after receipt of Notice to Proceed as set forth below in the Completion Schedule. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

COMPLETION SCHEDULE

	Description of Work	Calendar Days Allowed for Completion
1.	All work complete on the Fire/Crash Rescue Station (Basic Work) in accordance with drawings and specifications. See Pages 00010-3,4. Includes *30 calendar days for the Contractor and Base Personnel to move new furniture and existing furniture/ equipment from the existing Fire Station to the new Fire/Crash Rescue Station.	540 days after NTP of Basic Contract
2.	All work completed for Option 1 (O-1) work. Includes environmental cleanup on existing hangar. Environmental cleanup items are identified in specifications 13280A and 13286N	60 days after ** completion of Basic and turnover of new fire station
3.	All work complete for Option 2 (O-2), includes complete removal of all structures located inside the existing hangar and relocation of utilities as necessary.	90 days after ** completion of Basic and turnover of new fire station
4.	All work complete for Option 3 (O-3), includes replacement of hangar doors on the south side and re-skinning over the overhead doors on the North Side (see drawings).	120 days after ** completion of Basic and turnover of new fire station

*The Contractor has 30 calendar days after the acceptance of the building to move all furniture and equipment. Within this period and concurrent

with the Contrcators moving of GFCI equipment, Base personnel will be moving some of their own equipment into the new fire station. Within the 30 day moving period, 5 days shall be dedicated to communications equipment and control room tie over. The Contractor shall notify the Contracting Officer 21 days in advance with intended dates to allow for control room tie over from the existing to the new fire station. The Contractor will receive written notification on the agreed dates by the Contracting Officer once Base wide coordination is established. The Base Communications Contractor will furnish and install all Control Center equipment and tie-ins (Fire Reporting system, UPS, CPU, Console/Console Furniture, Recording System and Radio Base Station).

**Options 1, 2, and 3 if awarded, will impact the completion time beyond the Basic time period. No options will be started until the Basic work and turnover is completed.

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 timesspecified in the contract , the Contractor shall pay liquidated damages to the Government in the amount of $790.00 for each calendar day of delay until the work is completed or accepted for each segment of work shown in paragraph 1.2, above.

(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, sodding, and/or planting 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, sodding, and/or planting period and the specified maintenance period following the completion date.

1.4 ORDER OF WORK

The first order of work on the project site shall be the installation of permanent and temporary free-zone chain link fencing, which runs parallel to the flightline. (See drawing sheets C3.01 and C3.02 for locations and notes.) The Contractor will be required to obtain a security escort for all work on the fightline.

1.5 OFFUTT AIR SHOW/OPEN HOUSE

The Contractor shall not mobilize on site until after the Offutt AFB 3-day

weekend Air Show. The show will be held on August 22, 23 and 24, 2003. In addition, the Contractor shall clean up the work site and shut down all construction operations during the 2004 Air Show (another 3-Day weekend, typically third week of August 2004 on Friday, Saturday and Sunday). Construction site(s) shall be in safe and orderly condition with no open holes, materials neatly and safely stored, equipment properly secured, and all debris removed. The Contractor is responsible for all measures to secure the site and prevent unauthorized access and/or damage to the site during the airshow.

1.6 CONTRACT DRAWINGS AND SPECIFICATIONS

1.6.1 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 paragraph below for contract drawing reproduction and distribution requirements. 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.

1.6.2 DRAWING REPRODUCTION AND DISTRIBUTION

The Contractor shall reproduce multiple legible hard copy sets (half-size English unless directed otherwise) of contract drawings from Government provided CD-ROM containing read-only cal file drawings. Within 14 calendar days after receipt of CD-ROM containing read-only cal drawing files, the Contractor shall provide legible hard copy drawing sets to the addressees contained in the Contract Document Distribution List for Project in Appendix A to this specification. The Government will process no progress payments prior to receipt of the legible contract drawings. After receipt and distribution of the legible hard copy drawing sets, the Government will provide the Contractor with a CD-ROM containing editable CAD file drawings (format defined in Section 01040 AS-BUILT DRAWINGS). The Contractor shall prepare as-built drawings as defined in Section 01040 AS-BUILT DRAWINGS.

1.6.3 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all CD-ROM drawing files 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.

1.6.4 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.

1.7 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

Equipment Room Drawings; G-AO.

1.8 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)

1.9 CONCURRENT CONSTRUCTION

The Offutt AFB Mini Mall will be under construction concurrently with the Fire/Crash Rescue Station. The Fire/Crash Rescue Station Contractor shall cooperate with others as necessary in the interest of timely completion of all work. In the event of interference, the Contracting Officer shall be notified immediately for resolution and his decision shall be final.

1.10 PAYMENT

1.10.1 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.

1.10.2 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.

1.10.3 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)

1.11 AVAILABILITY OF UTILITY SERVICES

All reasonably required amounts of domestic water and electricity will be made available to the Contractor by the Government from existing system outlets and supplies. The Contractor shall, at his own expense, make all temporary connections and install distribution lines. The Contractor shall furnish to the Contracting Officer a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. The Contractor shall make arrangements with the Using Service, through the Contracting Officer, as to the method of determining the amount of water and electricity to be used by him and the method of payment therefor. All temporary lines shall be maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner prior to final acceptance of the construction. Normal quantities of electricity and water used to make final tests of completely installed systems will be furnished by the Government.

1.12 UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing.

The time and duration of all outages will be coordinated and approved with the Using Agency by the Contracting Officer.

1.13 DIGGING PERMITS AND ROAD CLOSINGS

The Contractor shall submit a Base Civil Engineering Work Request AF Form 103 prior to permit digging and closing roads. No digging shall take place without permit approval from the Contracting Officer. The Contractor is responsible for all information, processing and coordination of actions for approval. The contracting officer will provide an AF Form 103 to the contractor at the pre-construction meeting. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(10)	(04)	(05)	(07)	(07)	(05)	(07)	(04)	(03)	(02)	(11)

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)

1.15 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)

1.16 SECURITY REQUIREMENTS

1.16.1 Contractor's Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (Based on FAR 52.204-2)

1.16.2 Base Entry Requirements

The Contractor and all personnel, including all subcontractors and suppliers shall register with Base Security for vehicle and personnel passes. Vehicle passes and personnel access passes will be granted for periods not to exceed the number of calendar days needed to complete specific work activity by specific personnel. Registering for passes takes approximately one hour. Note: Vehicle inspection will take place for all vehicles entering Offutt AFB. Entering shall be done at the Kenney Gate, expect approximately 15 minutes to complete a vehicle inspection for access.

1.16.3 Contractor Employees Requiring Access to Automated Information Systems (AIS)

All Contractor (and subcontractor) employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail)

shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation (http://www.deskbook.osd.mil/htmlfiles/DBY_dod-7-Careers.asp).

The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. SF-85P is available at: http://www.gsa.gov/Portal/home.jsp

Under "Key Information", click on "Federal Forms",
Click on "U.S. Government Forms (GSA, Standard and Optional)"
Click on "Standard (SF) Forms"
Click on "SF 85P Questionnaire for Public Trust Positions"
SF 85P is available in either Screen-Fillable FormNet Version or Adobe Acrobat version.

Proof of a favorable NAC shall be submitted to USACE, Omaha District Security Officer, ATTN: CENWO-SL, 106 S. 15th St, Omaha, NE 68102-1618, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Omaha District Security Officer (address above).

b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85-P and 2 copies of the FD-258 (Fingerprint Cards) shall be completed and submitted to the Omaha District Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha, Nebraska area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

In accordance with Engineering Regulation, ER 380-1-18 (http://www.usace.army.mil/inet/usace-docs/eng-regs/er.htm), Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Contractor shall submit to the Omaha District Contracting Office, ATTN: (CENWO-CT) the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B). INS forms are available at http://www.immigration.gov/graphics/formsfee/index.htm.

Compliance with this provision is mandatory (only if AIS access is

required). Offeror should check the appropriate box on the attached form Automated Information Systems (AIS)and return with offer or quote to Contracting Office.

(End of Provision)(PIL 2003-06, 19 Feb 03)

1.17 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451A Contractor Quality Control.

1.18 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".

1.19 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (FAR 52.211-14)

1.20 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs)and any other innformation that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The items of work listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work

1.21 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the

Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series of equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense

Schedule," Region V. Copies of each regional schedule may be obtained through the following internet site: http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

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

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

1.22 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

1.23 SIGN

On commencement of work on this project, the Contractor shall furnish and erect the temporary sign in the location selected by the Contracting Officer near the project site. The Contractor shall maintain the sign in good condition through the project construction period. Upon completion of the project the Contractor shall remove the sign from the premises. The project sign shall conform to to the requirements shown on the drawings. A decal of the "Engineer Castle" and the U. S. Air Force emblem will be furnished the Contractor upon request.

1.24 GOVERNMENT-FURNISHED PROPERTY

Pursuant to CONTRACT CLAUSES clause: "Government Property (Fixed Price Contracts)" the Government will furnish to the Contractor the following property to be incorporated or installed in the work. Such property will be warehoused and furnished by the Government for Contractor pickup, acceptence and transport to the jobsite at his own expense. Warehouse will be approximately a one mile distance from the jobsite. 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 turned over 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. The Contractor shall pay for any damages or loss of items under his/her possesion (loading, transporting, incorporation/installation).

FURNITURE ITEMS	**QUANTITY**
Bed Frame	28
Mattress & Boxspring	28
Headboard	28
Bedspread (comforter & bedskirt)	28
Night stand	28
Lamp	28
Desk/Study Chair	27
Desk w Right Return	5
Desk w pedestal	2
Desk U-Shape	5
Desk Chair	16
Dining Table (36" sq.)	8

FURNITURE ITEMS	QUANTITY
Patio Table (36" sq.)	7
Bookcase (5 shelf)	10
Chair (Lobby)	4
End Table (Lobby)	2
Marker Board (8')	3
Bulletin Board (48" x 48")	1
Side Chair	26
Vertical File (4 drawer)	10
Executive Desk Chair	26
Printer Stand	2
Personal Cabinet	1
Audio Visual Cabinet (36"w x 24"d)	1
Training Table	9
Exec.Conference Table	1
Credenza (33")	1
Dining Chair	32
Patio Chair	28
Rec. Room Chair	10
Rec. Room Tables	2
Recliner	10
End Table (Dayroom and Rec. Room)	8
Executive Desk U-Shape	1
Lateral (2 drw) w/Bookcase above	1
Artwork	75
Plant-Silk 7' Ficus	5
Plant-Silk 3' Ficus	5
Rec Room Equipment	1
Lectern	1
Study Carrel	5
Drapery-Fabric/ hardware/install	20

MECHANICAL ITEMS	QUANTITY
Stationary Self-Contained Breathing Apparatus Compressor	1
Washer	2
Dryer	2
*Commercial Washer and Extractor (3'W x 4'D x 6'H)	1
*Commercial Dryer (3'W x 4'D x 6'H)	1
Ice/Water Machine	2
*Ice Machine Bin	1
Commercial *Refrigerators	2
*Commercial Stoves	2

*GFCI items are located at the existing Fire Station for transport.

ELECTRICAL ITEMS	**QUANTITY**
Digital Smart Board for Training Classroom	1

1.25 EQUIPMENT ROOM DRAWINGS

Prior to construction, the Contractor shall prepare and submit room plans for all mechanical, electrical, and communication rooms or similar areas. The plans shall be consolidated for all trades, shall be to scale, and shall show all pertinent structural features. In addition, other items such as doors, windows, and cabinets required for installation and which will affect the available space, will be shown. All mechanical and electrical equipment and accessories shall be shown to scale in plan and elevation and/or section in their installed positions. All duct work and piping shall be shown.

1.26 CONTRACTOR FURNISHED EQUIPMENT DATA

See Section 01200 Warranty of Construction for Contractor Furnished Equipment Data to be submitted as part of the Warranty Equipment Booklet.

1.27 ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

The Contractor shall furnish a temporary office facility approximately 10 feet x 20 feet with a minimum of 200 square feet of floor space. It shall be located where directed and shall be reserved for Government personnel only. Drinking water facilities, adequate lighting, air-conditioning, heating equipment, and a partition enclosed chemical toilet shall be furnished and maintained by the Contractor. The office shall be furnished with one legal size filing cabinet with four drawers, one drafting table with stool, one plan rack, one desk, and three chairs. Used furniture, in good condition, will be acceptable. Entrance doors shall be equipped with a substantial lock. The Contractor shall provide janitor service, fuel for the heating facilities, electricity, and water, all at no cost to the Government The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the work.

1.28 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)

1.29 ASBESTOS AND LEAD

a. The Contractor is warned that inhalation of asbestos has been associated with health hazards.

b. Asbestos-containing materials have been identified in area(s) where contract work is to be performed. All contract work activities where the potential exists for worker exposure to airborne asbestos fibers shall be performed in accordance with the requirements set forth in SECTION 13280A ASBESTOS ABATEMENT.

1.30 PARTNERING

a. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.

b. It is anticipated that immediately after the preconstruction conference, the appropriate Contractor's key personnel and Government key personnel will attend a 2-3 hours informal team building workshop at the Area or Resident Office (as directed).

1.31 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	See Item	
Relative difficulty of work	15	b. below	
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.

1.32 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.

1.33 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.

1.34 WAGE RATE APPLICATION

For copies of Wage Rates, See Attachment, this section

1.34.1 Building Schedule

Applicable to all work required within 5 feet outside the building lines.

1.34.2 Heavy and Highway Schedule

Applicable to all work required beyond 5 feet outside the building.

1.35 (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
7.6%	6.9%

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

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

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Omaha SMSA-5920, which Sarpy Co. is a part of.

1.36 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.

1.37 BASE HOURS

Base operation hours are 7:30 a.m. to 5:00 p.m. daily (Monday through Friday), excluding federal holidays. Access to the base during other times must be requested in writing from the Contracting Officer and will be granted only for extenuating circumstances.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

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AUTOMATED INFORMATION SYSTEMS (AIS)
COMPLIANCE DOCUMENTATION

Compliance with this provision is mandatory (**only if AIS access is required**). Offeror should check the appropriate box below and return with offer or quote to Contracting Office (Address in Box 8 of Standard Form 1442, Section 00010).

[ ] HAVE FAVORABLE SF-85P(s)*
[ ] SF85-P(s) TO BE INITIATED UPON AWARD
[ ] SF85-P(s) PAPERWORK IN PROGRESS
[ ] DO NOT INTEND TO COMPLY

*Must be accomplished for each employee who will be accessing Government AIS under this action.

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Sol. No. DACA45-03-B-0004
Project Title: Fire/Crash Rescue Station
Project Location: Offutt AFB, NE
Contractor's Distribution List

Address	Organization Label	Plans
U.S. Army Corp of Engineers, Omaha District 106 S. 15th Omaha, NE 68102	CENWO-PM-M (John Stobbe) CENWO-OC CENWO-CD-CA (Contract Admin) CENWO-CD-QR CENWO-LM-S CEMRO-CT (Kevin McElroy) CENWO-ED-C (Kemp)	9 (1/2 size) 1 (1/2 size) 1 (1/2 size) 3 (1/2 size) 1 (1/2 size) 1 (1/2 size) 1 (1/2 size)
Fort Crook Area Office U.S. Army Corps of Engineers PO 13287 Offutt AFB, 68113		2 (1/2 size) 1 (full size)
Offutt Resident Office US Army Corps of Engineers PO 13287 Offutt AFB, 68113		2 (1/2 size) 1 (full size)
HQ ACC Attn: HQ ACC/CECW, James Spoto 129 Andrews Street, Suite 102, Room 315 Langley AFB, VA 23665-2769		2 (1/2 size)
55 CES / CECNA Attn: Doug Shapland 106 Peacekeeper Drive Suite 2N3 Offutt AFB, NE 68113-4019		6 (1/2 size)

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General Decision Number NE020001
Superseded General Decision No. NE010001
State: Nebraska Construction Type:
HEAVY
HIGHWAY
County(ies):
DOUGLAS SAUNDERS
SARPY WASHINGTON
HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)
SAUNDERS COUNTY (EAST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	08/09/2002
3	03/21/2003
4	03/28/2003
5	04/18/2003

COUNTY(ies):
DOUGLAS SAUNDERS
SARPY WASHINGTON

CARP0444B 10/01/2002

	Rates	Fringes
CARPENTER; PILEDRIVER	19.95	6.39

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* ELEC0022B 06/01/2002

	Rates	Fringes
DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109 and north of U.S. Alternate Highway No. 30 (Route 92)); AND WASHINGTON COUNTY:		
ELECTRICIAN	25.00	9.17

ELEC0265A 07/01/2002

	Rates	Fringes
SAUNDERS COUNTY (east of Hwy. #109 and south of U.S. Alternate Hwy. No. 30 (Route 92)):		
ELECTRICIAN:		
Zone 1	20.63	4.5% + 6.13
Zone 2	20.93	4.5% + 6.13
Zone 3	21.23	4.5% + 6.13
Zone 4	21.63	4.5% + 6.13

FOOTNOTE:
Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight-time rate of pay.

ZONE DEFINITIONS:
Zone 1: 0 to 35 miles from the main Post Office in Lincoln, NE Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE Zone 4: 76 miles and over from the main Post Office in Lincoln,

NE ----------

ELEC1525A 01/01/2002

	Rates	Fringes
LINE CONSTRUCTION:		
LINE TECHNICIANS:		
Line technician	22.87	27.75%+2.45
Cable splicer; Line welder	24.59	27.75%+2.45
Line equipment operator	20.53	27.75%+2.45
Truck driver	16.42	27.75%+2.45
Ground person	14.80	27.75%+2.45

ELEC1525C 09/01/2000

	Rates	Fringes
TRAFFIC SIGNAL, STREET LIGHT AND UNDERGROUND WORK:		
Line technician	21.99	27.75%+2.00
Cable splicer; Line welder	23.64	27.75%+2.00
Equipment operator	19.74	27.75%+2.00
Truck driver	15.79	27.75%+2.00

Ground person	14.23	27.75%+2.00

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* ENGI0571C 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Oiler, greaser, air compressor, welding machine, pump, roller, forklift, hydrohammer, pug mill, concrete pump, cure and tyne machine, rubber-tired farm tractor	14.79	4.55
Off-road heavy hauler, Rough Roller dozer, rough blade, Ferguson-type tractors (Workbull with high tecco), asphalt roller	18.46	4.55
One and two drum hoists, tugger, trencher, concrete spreader & finishing machine, dozer loader, spread oiler, bantam-type tamper, rubber-tired tractor backhoe, oil distributor-finish roller dozer	20.01	4.55
Trimmer, crane, backhoe, mechanic, slip form paver, asphalt plant-concrete plant, laydown machine, concrete pump truck, finish blade, scraper	20.73	4.55

FOOTNOTES:

Operation of an articulating, Pitman type boom truck with single axle truck and lift capacity of less than 5,000 lbs., used to put construction materials in place: 90% of the group 2 rate.

When two (2) scraper units or two push cat units capable of operating separately are hooked together in tandem for single operation, the operator shall receive twenty-five cents ($0.25) over the classification worked.

When air compressors are used for operating the hammer when pulling or driving pile and the compressor operator is required to operate the air valve for such hammer, such compressor operator shall receive the top wage rate.

Operators working in tunnels and caverns under compressed or free air shall receive forty cents ($0.40) above their classification.

Hazardous waste removal work requiring the wearing of personal protective equipment and/or suits, to be paid as follows:

Class A: $3.00 additional per hour
Class B: 2.00 additional per hour
Class C: 1.00 additional per hour
Class D: no premium pay.

IRON0021C 06/01/2002

	Rates	Fringes
IRONWORKER	21.45	7.02

LABO1140D 06/01/2002

	Rates	Fringes

DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109):

LABORERS:		
Sanitary improvement work:		
General laborer	15.71	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	16.00	3.90
Form setter, pre-cast manhole setter, inlet builder	16.44	3.90
All other work:		
General laborer	13.30	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	13.59	3.90
Form setter, pre-cast manhole setter, inlet builder	14.05	3.90

LABO1140G 06/01/2002

	Rates	Fringes
WASHINGTON COUNTY:		
LABORERS:		
General laborer	12.30	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	12.59	3.90
Form setter, pre-cast manhole setter, inlet builder	13.05	3.90

PAIN0081J 06/01/2002

	Rates	Fringes
PAINTER	19.41	3.77

FOOTNOTES:

Work performed above 75 ft. on suspended staging: $.50 per hour additional.

Spray machine operator: $.50 per hour additional.

Nozzle operator for sandblasting and waterblasting (waterblasting more than 10,000 PSI) (including all side arm grinder operators engaged in removing paint or preparing for painting): $.50 per hour additional.

SUNE2001A 12/20/1988

	Rates	Fringes
CEMENT MASON	13.62	3.00

SUNE2005A 08/05/1993

	Rates	Fringes
SPRINKLER INSTALLER (LAWN)	5.15	

TEAM0554A 01/01/2003

	Rates	Fringes
TRUCK DRIVERS:		
Low boy driver	16.72	4.40
All other work	15.47	4.40

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)(ii)).

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

General Decision Number NE020010
Superseded General Decision No. NE010010
State: Nebraska Construction Type:
BUILDING County(ies):
SARPY BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	08/09/2002
2	03/21/2003
3	04/18/2003

COUNTY(ies):
SARPY ASBE0039B 06/01/2001

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems	23.51	8.19

FOOTNOTE:
Work performed from a boatswain chair, staging, or scaffolding suspended from a permanent structure, more than thirty (30) feet above the floor or the ground: $1.00 per hour additional.

BRNE0001A 06/01/2001

	Rates	Fringes
BRICKLAYER	21.24	6.56

FOOTNOTE:
Work on smoke stacks, chimneys and silos 50 ft. and higher: $2.00 per hour additional, to be paid from the footing.

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* CARP0444H 10/01/2002

	Rates	Fringes
CARPENTER (does not include concrete form work or overhead doors)	19.47	6.39

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* CARP1463A 06/01/2002

	Rates	Fringes
MILLWRIGHT	21.43	6.89

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* ELEC0022K 06/01/2002

	Rates	Fringes
ELECTRICIAN (includes low voltage wiring for fire alarm systems; does not include HVAC control wiring)	25.00	9.17

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* ELEC0022L 12/01/2002

	Rates	Fringes
ELECTRICIANS: Sound and voice transmission, transference systems; television and video systems; security systems; communication systems that transmit or receive information and/or control systems; energy management systems; and fire alarm systems (does not include raceway systems (excluding cable tray for the purpose of the above		

listed systems; Also, chases
and/or nipples (not to exceed
10 ft.) may be installed on
open wiring systems); Note:
Fire alarm systems when
installed in raceways in any
new or remodel project when
other building trades are
present shall be the work
of the inside electrician)
(does not include HVAC control
wiring) 18.10 5.44

ELEV0028A 07/01/2001

	Rates	Fringes
ELEVATOR MECHANIC	24.415	7.195 + a

FOOTNOTE:
a. Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0571F 10/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Backhoe	20.23	6.06
Crane	22.08	6.06

IRON0021J 06/01/2002

	Rates	Fringes
IRONWORKER, STRUCTURAL (includes metal building erection)	21.45	7.02

PLUM0016I 06/01/2001

	Rates	Fringes
PLUMBER (does not include HVAC piping)	25.32	7.00

PLUM0464H 06/01/2001

	Rates	Fringes
PIPEFITTER/STEAMFITTER (includes HVAC piping)	24.29	8.60

ROOF0085A 07/01/2001

	Rates	Fringes
ROOFER	17.25	4.60

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* SFNE0669A 04/01/2003

	Rates	Fringes
SPRINKLER FITTER (FIRE)	27.66	7.60

---

* SHEE0003F 07/01/2002

	Rates	Fringes
SHEET METAL WORKER (includes		

HVAC duct work, and setting the unit; does not include HVAC piping, HVAC wiring, or metal building erection)	25.05	6.66

SUNE1005B 09/13/2000

	Rates	Fringes
CEMENT MASON (includes concrete form work and rebar)	13.34	3.98
LABORER	10.50	
MASON TENDER	11.50	4.10
PAINTER (does not include wallpaper hanging)	12.50	
POWER EQUIPMENT OPERATOR:		
Loader	12.43	.04
SHEET METAL WORKER/ELECTRICIAN (HVAC wiring only)	20.21	6.09
TRUCK DRIVER/TANDEM DUMP	8.00	.03

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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:

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U. S. Department of Labor

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
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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.

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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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10/02; Rev 01/03

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SECTION 01040

AS-BUILT DRAWINGS
10/02; Rev 01/03

PART 1 GENERAL

Attachment No. 5 - Geospatial Information System (GIS) Deliverables

1.1 DEFINITIONS

The definitions listed below form a part of this specification.

1.1.1 Red-Line Drawings

Contract drawings marked-up to show actual work performed to include necessary sketches, modification drawings, shop drawings and notes. Green ink is used to indicate work deleted from the contract. Red ink is used for additions and deviations from the contract.

1.1.2 As-Built Drawings

Professional finished vellum drawings and electronic CADD files developed from the original contract drawings that include all of the information from the redline drawings and suitable for half-size reproduction.

1.1.3 Vellum Drawings

Drawings on erasable Vellum 20# similar or equal to Xerox Zero solvent vellum.

1.1.4 Black-Line Drawings

Paper drawings reproduced from electronic CADD files or high quality reproducible drawings.

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

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 mylardrawings and electronic CADD files on AutoCADD 2002 for 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 AutoCADD Standards will be made available to the successful bidder. AutoCADD Standard utilize the National CAD standards with Omaha District refinements concerning file names, layers, colors, line widths, details and symbols. See requirements in this section for a summary of Omaha District file format and font requirements. The Contractor shall be responsible for furnishing the required CAD software. The Omaha District will furnish a CD of CAD (read-write) contract drawing files in the software language specified in paragraph Procedure below. This is the software language required by the Using Service. These drawing files shall be used to prepare required As-Built drawings. 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 project schedule.

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), $50,000 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).

The Government will assign the Contractor a performance rating (CCASS for Corps of Engineers projects) upon completion of the project. The timeliness of satisfactory As-Built drawing submittals will be an important factor in determining the assigned rating. An unsatisfactory performance of As-Built drawings creation will be given to the Contractor if the Contractor demonstrates an unwillingness to work with the Government on As-Built drawing creation or the Contractor fails to submit satisfactory Final As-Built drawings within 60 calendar days of turning the completed project over to the Using Service.

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 AutoCADD (Version 2002) with "clouding".The Contractor shall contact Jim Janicek at (402)221-4519 before beginning As-Built preparation. As-Built preparation process is provided in paragraph As-Built Preparation below. Preliminary drawings shall consist of 15 percent of total project drawings. These drawings shall be sheets used for the construction of this project (exludes Cover Sheet, Vicinity Map, Location Plan and Indexes). 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" shall be accomplished on layer 63 of the drawing file. The Preliminary Drawings shall consist of one (1) set of CADD files on a CD-ROM and one (1) full-size set of the Black-Line Drawings. One (1) set of CADD files on a CD-ROM shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). One (1) full-size set 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 AutoCADD (Version 2002) without "clouding". As-Built preparpation process is provided in paragraph As-Built Preparation below. The Final Drawings shall include all changes. ***Requirements for surveying Geospatial tie-in points of structure corners and utilities is required. Provide GIS and GPS data for finished structures as required by Attachment 5 Standards.*** The Final Drawings in the form of a CD-ROM 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 shall not be forwarded to the customer. Corps of Engineers, Omaha District COR will forward to the customer after Quality Review.) Contractor shall submit one (1) set of CADD files on a CD-ROM to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). Contractor shall send the following documents to the COR:

a) One (1) set of CADD files on CD-ROM (folder name containing as-built files shall be designated "AS-BUILTS" on each CD-ROM). Both CD case and CD-ROM 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.

b) One (1) full-size set of mylarAs-Built Drawings, along with all red-lined hard copy drawings prepared by the Contractor during construction.

COR will forward one (1) full-size set of drawings along with CD-ROM to the customer.

1.4.3 As-Built Preparation

Both preliminary and final electronic as-built drawings shall be produced in accordance with the following process for AutoCADD drawings:

1.4.3.1 Not Used

1.4.3.2 For AutoCADD (*DWG) Files

1.5 PROCEDURE

One (1) CD-ROM containing the contract drawings (read-write CADD files) and CADD standards in AutoCADD (Version 2002) format, for use in the preparation of As-Built Drawings by the Contractor, will be forwarded to the Resident Engineer. This CD-ROM 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). The Contractor shall not convert electronic drawing files from one software language to another (i.e. Microstation to AutoCADD or AutoCADD to Microstation).

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, necessary to depict any additional work items, shall be properly identified and 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. All GIS and GPS data shall be finished structures as required by Standards (see above).

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 --

Geospatial Information System (GIS) Deliverables
for
Design & Construction and Plans, Surveys & Studies Contract Services

The following are specifications to add to contracts to ensure the organization receives products that will seamlessly integrate with GeoBase. The user should select the sections that apply to their specific contract.

X. Contract Services

These deliverables include, but are not limited to:

- Site plans
- As-built drawings
- Engineering designs, plans or surveys
- Topographic surveys or studies
- Boundary or Cadastral surveys
- Master Plan drawings
- Utility (water, sewer, power, storm, etc.) designs, plans, surveys and studies
- Pavement, Grading, or Excavation plans
- Soil/Geology studies or surveys
- Environmental assessments, surveys, studies, or plans
- Historical or Archaeological surveys, studies, or plans

The contractor shall provide deliverables in the following format:

- All locational (point, line, and polygon feature(s)) data collected shall be delivered in **<ESRI-Arc/Info 8.x or ArcView 3.x>** format along with the original source files. The Geospatial files shall have an external spatial reference (**.prj**) file attached specifying the parameters of the coordinate system used (as provided by the government). All topologically correct geospatial data shall overlay on the installations latest orthorectified imagery provided by the government. All accuracy errors shall be reported to the contract program manager.
- All graphic and non-graphic data will be collected in the format defined by the *CADD/GIS Technology Center's Spatial Data Standards (SDS) release 1.95* (or the most current version available), except where modified by the Government. This standard can be found at:
  http://tsc.wes.army.mil/Products/TSSDSTSFMS/tssds/projects/sds190/default.asp
- The contractor shall provide a quality control (QC) report that must state whether all inconsistencies in the data generated were corrected, or it must detail the remaining errors by case. The contractor shall utilize a topology build and clean routine to assure that there are no overshoots or undershoots in the line work, slivers or dangles in polygons, and that there is complete closure of polygons with a maximum fuzzy tolerance value of 10^9. The quality report must identify the software (name and version) and satisfy these conditions:

  a. The edges of all digitized vector data or raster imagery must exactly match digitally with those of all adjacent maps.

ATTACHMENT No. 5

b. The digital representation of the common boundaries for all graphic features must be exactly the same, regardless of feature layer. Each feature within a theme must be represented by a single graphic element (e.g., polygon, line, or line string).

c. Lines and line strings which represent the same graphic element must be continuous (i.e., not broken or segmented), unless that segmentation reflects a specific visual line type. Lines or line strings representing the same type of data must not cross except at intersections.

d. Polygons must be closed (i.e., the first x- and y-coordinates must *exactly match* the last x- and y-coordinates). Each polygon must have a single unique centroid to which attributes (i.e., an attribute table) can be attached. Polygons of the same coverage must not overlap and must cover the area of interest completely (i.e., have no gaps in coverage).

e. All graphic elements that connect must exactly connect digitally, without overlaps or gaps.

f. Straight lines must be represented by only the beginning and ending x- and y-coordinate points. Line strings must not cross back on themselves or be of zero length.

- Feature Attributes: The contractor shall identify the classification, type, size, location, ID number, and any other necessary attributes (specified by the Government) for all surveyed, mapped, designed, or proposed features.
- All symbol libraries, font libraries, text size, text format, and text placement shall be prepared in accordance with and conform to the Spatial Data Standards (SDS).
- The contractor shall not develop new libraries without prior written approval from the Government.
- The contractor shall provide metadata files for all locational data produced under this contract. The metadata file shall conform to the Federal Geographic Data Committee's "Content Standard for Digital Geospatial Metadata, Version 2.0" (or latest version) found at: http://www.fgdc.gov/metadata/contstan.html. The output from the ***<insert name of the metadata generator software used by the target installation>*** metadata generator software shall be the standard format for all metadata files created under this contract. In addition, the metadata data shall be provided in **ASCII text** format. The digital metadata files shall be provided to the Government along with each final product deliverable, unless otherwise approved in writing by the Government.

X. Survey Data:

- The contractor shall use conventional surveying and other methods, such as a total station or Global Positioning Systems (GPS) for field data collection at an accuracy level in accordance with "Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy," published by the Federal Geographic Data Committee (FGDC), dated July 1998. This standards document can be found at: http://www.fgdc.gov/standards/status/sub1_3.html

- All Survey data collected shall be provided to the Government in a digital format with an attached Survey Report identifying survey method, equipment list, calibration documentation, survey layout, description of control points, control diagrams, and field survey data.
- A Survey Control Database (consisting of a survey marker database and a survey traverse database) will be produced for all survey control points established under this contract, and delivered in a **.dbf** or **ASCII comma-delimited** format.

- If GPS is used, the contractor shall use *survey grade* GPS, at an accuracy level of +/- 2cm., when appropriate, to collect data to be overlaid onto the installation's orthophotograph and/or base map.

X. Delivery Format

Note: No deviations from the Government's established standards will be permitted unlessprior written approval of such deviation has been issued by the Government. All linkages of non-graphical data with graphic elements, relationships between data objects and attributes, and report formats shall be maintained.

All data deliverables (plans, surveys, studies, imagery, designs, etc.) shall be in a ***digital*** (electronic information) ***format*** and shall be delivered in a format that is directly compatible with the CADD/GIS Technology Center's Spatial Data Standards version 1.95 (or latest version available).

The following procedures must be performed before a file is placed on the delivery media:

1. Include all files, both graphic and non-graphic, required for the project. Make sure all files are in the same directory, and that references to those files do not include device or directory specifications.
2. Ensure all reference (external reference) files are attached and without device or directory specifications.
3. Remove all extraneous graphics/text outside the project border area, and set the active parameters to a standard setting (or the setting contained in the seed or prototype file).
4. Include any standards sheets (abbreviations, symbols libraries, font libraries, color tables, pen tables, plot configuration files, user command files, etc.) necessary for a complete project.5. Compress and/or reduce all files using the appropriate utilities. A digital media copy of the decompression utility should be provided with the delivered data, if necessary.

X. Delivery Media :

* CD-ROM
* 3.5 inch double sided, high-density (2HD) floppy disk
* 8mm magnetic tape cartridge (with data in .tar format)

Digital Media must have an *external label* listing format and version of the operating system on which the media was created (e.g. WindowsNT 4.0), utility (command) used for writing the files

to the media, a short description of contents, and a sequence number if there are multiple volumes.

A *transmittal sheet* must accompany the media containing the information included on the external labels, total number of volumes being delivered, and a list of file names *and* file descriptions on each volume. The transmittal sheet must also include instructions for reading, restoring, or transferring the files from the media, and *certification that all delivery media is free of known computer viruses* - including the name(s) of the virus scanning software and the date the virus scan was performed.

X. Government Furnished Materials

The Government will provide the contractor with data and information concerning all necessary and pertinent functions and principal features of the identified project. These items will include:

- The installation's latest georeferenced digital planimetric data and/or base map in ESRI Arc/Info 8.x format, or best format available, with associated data files.
- The installation's latest orthorectified imagery and specified geospatial parameters (coordinate system, datum, projection, distance units).
- Any pertinent and necessary prototype or seed files.
- A copy of CADD/GIS Technology Center's Spatial Data Standards (SDS) release 1.95 (or latest version) on CD-ROM.
- A copy of "Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy," published by the Federal Geographic Data Committee (FGDC) in Adobe Acrobat Reader (.pdf) format.
- Frequency settings for the Real-Time Kinematic (RTK) GPS Base Station and the preferred GPS receiver specifications.
- Any other data or schematics deemed necessary for project completion, pending approval from the Government.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

WARRANTY OF CONSTRUCTION

5/00; Rev 02/02

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SECTION 01200

WARRANTY OF CONSTRUCTION
5/00; Rev 02/02

PART 1 GENERAL

1.1 WARRANTY OF CONSTRUCTION

(a) Foremost and 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, 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 by the Contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause.

(e) The Contractor's warranty with respect to work restored, repaired or replaced will run for 1 year from the date of restoration, repair or replacement. This provision applies equally to all items restored, repaired, or replaced under paragraph (c) and (d) above.

(f) The Government will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. Repair work necessary to correct a warranty condition which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be performed by the Contractor on an immediate basis as directed verbally by the Government. Written verification will follow verbal instruction.

(g) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of verbal or written notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

1.2 ADDITIONAL WARRANTY REQUIREMENTS

1.2.1 Performance Bond

(a) It is understood that the Contractor's Performance Bond will remain effective for one (1) year from the date of acceptance.

(b) If either the Contractor or his representative doesn't diligently pursue warranty work to completion, the contractor and surety will be liable for all costs. The Government, at its option, will either have the work performed by others or require the surety to have it done. Both direct and administrative costs will be reimbursable to the Government.

1.2.2 Pre-Warranty Conference

(a) Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer or his authorized representative to develop a mutual understanding with respect to the requirements of the Paragraph: WARRANTY OF CONSTRUCTION. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

(b) In connection with these requirements and at the time of the

Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of the service representative which is authorized to initiate and pursue warranty work action on behalf of the Contractor and surety. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any Contractual responsibilities in connection with the paragraph: WARRANTY OF CONSTRUCTION.

(c) Local service area is defined as the area in which the contractor or his representative can meet the response times as described in paragraph 1.2.4 and in any event shall not exceed 200 miles radius of the construction site.

1.2.3 Equipment Warranty Identification

The Contractor shall provide warranty identification tags on all mechanical and electrical equipment installed under this contract. Tags and installation shall be in accordance with the requirements of Paragraph: EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.2.4 Warranty Service Calls

The Contractor or his local service representative will respond to the site, to a call within the time periods as follows: Four (4) hours for Heating, Air Conditioning, Refrigeration, Air Supply and Distribution, Critical Electrical service Systems and Food Service Equipment and Twenty-Four (24) hours For All Other Systems.

1.2.5 Equipment Warranty Booklet

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned as follows:

The Contractor shall provided a Booklet, which consists of a listing of all equipment items (see paragraphs a. and b. below) which are specified to be guaranteed along with the warranty papers for each piece of equipment. Three (3) legible bound copies of the booklet shall be submitted for approval and shall be indexed alphabetically by equipment type. For each specific guaranteed item, the name, address, and telephone number shall be shown on the list for the subcontractor who installed equipment, equipment supplier or distributor, and equipment manufacturer. Completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item. The names of service representatives that will make warranty calls along with the day, night, weekend and holiday contacts for response to a call within the time period specified shall also be identified.

a. For Equipment in Place: The equipment list shall show unit retail value and nameplate data including model number, size, manufacturer, etc. This would include capital equipment and other nonexpendable supplies of a movable nature that are not affixed as an integral part of the facility and may be removed without destroying or reducing the usefulness of the facility. Some examples are spare parts, special tools, manufacturing equipment, maintenance equipment, instruments, installed under this contract.

b. For Installed Building Equipment: The equipment list shall show unit retail value and nameplate data including model number, size, manufacturer, etc. This would include items of equipment and furnishings (including material for installation thereof), which are required to make the facility usable and are affixed as a permanent part of the structure. Some examples are plumbing fixtures, laboratory counters and cabinets, kitchen equipment, mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330SUBMITTAL PROCEDURES:

SD-11 Closeout Submittals

Equipment Warranty Booklet

1.4 EQUIPMENT WARRANTY IDENTIFICATIONS TAGS

1.4.1 GENERAL REQUIREMENTS

The Contractor shall provide warranty identification tags on all Contractor and government furnished equipment which is Contractor installed.

1.4.1.1 Tags and Information

The tags and information shall be similar in format and size to the exhibits provided by this specification, and shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure- sensitive adhesive back, and shall be installed in a position that is easily (or most easily) noticeable. If the equipment surface is not suitable for adhesive back, Contractor shall submit his alternative to the Contracting Officer's Authorized Representative for review and approval. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.4.1.2 Tags for Warranted Equipment

The tag for his equipment shall be similar to the following:

```
+-------------------------------------------+
¦            EQUIPMENT WARRANTY             ¦
¦                                           ¦
¦      CONTRACTOR FURNISHED EQUIPMENT       ¦
¦                                           ¦
¦                                           ¦
¦ MFG----------------MODEL NO.-----------   ¦
¦                                           ¦
¦ SERIAL NO.------------------------------- ¦
¦                                           ¦
¦ CONTRACT NO.----------------------------- ¦
¦                                           ¦
¦ CONTRACTOR NAME-------------------------- ¦
¦                                           ¦
```

```
¦ CONTRACTOR ADDRESS---------------------- ¦
¦                                          ¦
¦ CONTRACTOR TELEPHONE-------------------- ¦
¦                                          ¦
¦ CONTRACTOR WARRANTY EXPIRES------------- ¦
¦                                          ¦
¦ IN CASE OF WARRANTY ACTION FIRST CONTACT ¦
¦                                          ¦
¦     [DEH] [BCE] AT [TELEPHONE NUMBER]    ¦
¦                                          ¦
+------------------------------------------+
```

```
+--------------------------------------------------+
¦                                                  ¦
¦                EQUIPMENT WARRANTY                ¦
¦                                                  ¦
¦          GOVERNMENT FURNISHED EQUIPMENT          ¦
¦                                                  ¦
¦  MFG ________________  MODEL NO._______________  ¦
¦                                                  ¦
¦  SERIAL NO. ___________________________________  ¦
¦                                                  ¦
¦  CONTRACT NO. __________________________________ ¦
¦                                                  ¦
¦  DATE EQUIP PLACED IN SERVICE ________________  ¦
¦                                                  ¦
+--------------------------------------------------+
```

1.4.1.3 Exclusion to Providing Tags

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor's warranty expiration date and the final manufacturer's warranty expiration date will be determined as specified by the Paragraph "WARRANTY OF CONSTRUCTION".

1.4.2 EXECUTION

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor shall be responsible for scheduling acceptance inspection with the Contracting Officer (verbal and written notification required). If this inspection is delayed by the Contractor, the Contractor shall, at his own expense, update the in-service and warranty expiration dates on these tags.

1.4.3 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include a data warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be similar to the original tag, except that it should include the scope of repair and that the contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement. In the case of repair, the repair only will be covered by the extended warranty. In the case of replacement of a

component, the component only will be covered by the extended warranty. In these cases, the original tags will not be removed, but an additional tag will be installed for the repair or component replacement.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

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SECTION 01320A

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08/01; Omaha Rev. 10/01

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SECTION 01320A

PROJECT SCHEDULE
08/01; Omaha Rev. 10/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11	(1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments. The scheduler shall be a direct employee of the prime contractor and have a minimum of 2 years experience in scheduling.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

a. Submission and approval of mechanical/electrical layout drawings.

b. Submission and approval of O & M manuals.

c. Submission and approval of as-built drawings.

d. Submission and approval of 1354 data and installed equipment lists.

e. Submission and approval of testing and air balance (TAB).

f. Submission of TAB specialist design review report.

g. Submission and approval of fire protection specialist.

h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.

i. Air and water balance dates.

j. HVAC commissioning dates.

k. Controls testing plan.

l. Controls testing.

m. Performance Verification testing.

n. Other systems testing, if required.

o. Prefinal inspection.

p. Correction of punchlist from prefinal inspection.

q. Final inspection.

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the project schedule by the Bid Item

to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually

complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Monthly Schedule Updates

Based on the result of progress meetings, specified in "Monthly Progress Meetings," the Contractor shall submit monthly schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every monthly project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, compatible with Microsoft Windows 95/98 operating systems, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The

label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceeding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions,

and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A list of affected activities, with their associated project schedule activity number.

b. A brief explanation of the causes of the change.

c. An analysis of the overall impact of the changes proposed.

d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions

furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

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SECTION 01330

SUBMITTAL PROCEDURES
09/01; Omaha Update 02/03

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:

Work plan
Quality control 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 accordance 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-DO", "G-AE" or "G-AO" 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.

1.3.3 Administrative Submittals

The submittal items listed below are not be included on the Submittal Register (as discussed below). Unless directed otherwise by the Contracting Officer, the following administrative submittals shall be submitted to the Area or Resident (as directed) Office, for approval, via a Serial Letter: Quality Control Plans (Section 01451A CONTRACTOR QUALITY CONTROL), Accident Prevention Plans (Section 01400 SPECIAL SAFETY REQUIREMENTS, Environmental Protection Plans (Section 01355 ENVIRONMENTAL PROTECTION) and other submittals as directed by the Contracting Officer. Format for the Serial Letter shall be as directed by the Area or Resident Office.

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 (DO, AE or AO). 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 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. A revised ENG Form 4288(RMS) with ACTIVITY NO. filled in shall be submitted with the completed network analysis system when a network analysis system is a contract requirement. 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-DO" or "G-AE" Submittals

All items listed as "G-DO" 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, and Resident Engineer.

Technical Reviewer

Engineering Division (DO)
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-AO" and FIO Submittals

Except as noted below, data for all items listed as "G-AO" 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.

Except as noted below, data for all items listed as FIO Submittals in the various sections shall be submitted in three (3) 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 three (3) copies of the transmittal form. The Government has the option to review any FIO submittal.

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.

1.11.1.6 Interior/Exterior Finish Sample and Data

All submittals regarding color boards (Section 09915 COLOR SCHEDULE) for interior finish samples and data shall be submitted concurrently and all submittals for exterior finish samples and data shall be submitted concurrently. These color boards are in addition to the samples required under the specfic technical specifications listed as "samples".

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-DO" 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-AO" Submittals

Two (2) copies of "G-AO" 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. Review by 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. The stamp shall be affixed and filled out on the back of each ENG Form 4025.

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). The subparagraph headings below do not correspond to the Submittal Register column headings.

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.
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-DO, G-AE or G-AO - 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-DO,] G-AO or FIO) shall be numbered consecutively for each specification section in the space provided in "Transmittal No.". This number will be the identifying symbol for each submittal. Example: "15400A-001", "15895A-001" "15895A-002", "16415A-001", 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: "15895A-001.1" (previous submittal No. 15895A-001).

3. TO: Box will contain the name and address of the office which will review the submittal (as designated by the Contracting Officer).

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

a. CHECK ONE box (for transmittal/ retransmittal) will be completed by the Contractor with one box marked. If a resubmittal is provided last transmittal number will be added.

b. CHECK ONE box will be completed by the Contractor with one box marked for the submittal type.

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 be the descriptions provided on the submittal register. 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.

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.
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 Quality Control Manager must provide name and sign all Eng Form 4025 certifying conformance. In the space for the name and signature, also include a phone number where the CQC Manager may be reached.

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 --

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		00800	SD-02 Shop Drawings															
			Equipment Room Drawings	1.45	G AO													
		01200	SD-11 Closeout Submittals															
			Equipment Warranty Booklet	1.2.5														
		01355A	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.7	G AO													
		01356	SD-07 Certificates															
			Mill Certificate or Affidavit	2.1.3														
		01400	SD-06 Test Reports															
			Exposure Assessment and Air		G AO													
			Monitoring															
			SD-07 Certificates															
			Qualifications		G AO													
			Training Program															
			Medical Requirements															
		01562	SD-05 Design Data															
			Notice of Intent	3.2.1														
			FIO															
			Notice of Start-up of Construction	3.2.2														
			Activity															
			Storm Water Pollution Prevention	3.2.3														
			Plan															
			Notice of Completion of	3.2.5														
			Construction Activity															
			SD-06 Test Reports															
			Records	3.2.4														

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		01562	FIO															
		02210	SD-01 Preconstruction Submittals															
			Disposal Facility	3.2	G AO													
			SD-06 Test Reports															
			Field Testing Control	3.10														
			Suitable Materials	1.3.1														
			Borrow material		G AO													
			SD-07 Certificates															
			Field Testing Control; G-AO.															
		02220	SD-03 Product Data															
			Work Plan		G AO													
			SD-07 Certificates															
			Demolition plan	1.10	G AO													
			Notifications	1.4.1	G AO													
			Notification of Demolition and		G AO													
			Renovation forms															
			SD-11 Closeout Submittals															
			Receipts															
		02226	SD-03 Product Data															
			Work Plan		G AO													
		02315A	SD-06 Test Reports															
			Testing	3.14	G AO													
		02316A	SD-06 Test Reports															
			Field Density Tests	3.4.3	G AO													
			Testing of Backfill Materials	3.4.2	G AO													
		02372a	SD-03 Product Data															

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		02372a	Tests, Inspections, and	2.2	G	AO												
			Verifications															
			SD-06 Test Reports															
			Raw Materials	2.1.1	G	AO												
			Sheet Material	2.2.2.2	G	AO												
			Surface Preparation	3.1.1	G	AO												
		02373a	SD-03 Product Data															
			Manufacturing Quality Control	2.2	G	AO												
			Sampling and Testing															
			SD-07 Certificates															
			Geotextile	2.1.1	G	AO												
		02510A	SD-03 Product Data															
			Pipeline materials including		G	AO												
			fittings, and couplings															
			Installation	3.1														
			Hydrants and quick-connecting		G	AO												
			hydrant adapter caps, valves and															
			boxes, and post indicator valve															
			Waste Water Disposal Method															
			Satisfactory Installation															
			SD-06 Test Reports															
			Bacteriological Disinfection															
			Hydrostatic test results		G	AO												
			SD-07 Certificates															
			Manufacturer's Representative															
			Installation	3.1														

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		02531	SD-02 Shop Drawings															
			Precast concrete manhole		G	AO												
			Metal items	2.3.4	G	AO												
			Frames, covers, and gratings	2.3.4.1	G	AO												
			SD-03 Product Data															
			Pipeline materials	2.1	G	AO												
			SD-07 Certificates															
			Portland Cement		G	AO												
		02556A	SD-02 Shop Drawings															
			Pipe, Fittings, and Associated	2.1	G	AO												
			Materials															
			SD-03 Product Data															
			Materials and Equipment	1.3.3	G	AO												
			Spare Parts	1.3.6	G	AO												
			Connections to Existing Lines	3.12	G	AO												
			Jointing Polyethylene and	1.3.2	G	AO												
			Fiberglass Piping															
			Connection and Abandonment	3.12.2	G	AO												
			Plan															
			SD-06 Test Reports															
			Pressure and Leak Tests	3.14.2	G	AO												
			SD-07 Certificates															
			Utility Work	3.12.1	G	AO												
			Training	1.3.2	G	AO												
			SD-10 Operation and Maintenance															
			Data															

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		02556A	Gas Distribution System	3.6	G AO													
		02620A	SD-04 Samples															
			Filter Fabric	2.2														
			SD-07 Certificates															
			Filter Fabric	2.2	G AO													
			Pipe for Subdrains	2.1	G AO													
		02630A	SD-03 Product Data															
			Placing Pipe	3.3														
			SD-07 Certificates															
			Resin Certification	2.1.8														
			Resin Certification	2.1.9														
			Determination of Density	3.7.5	G AO													
			Frame and Cover for Gratings	2.3.7														
		02721A	SD-03 Product Data															
			Equipment	1.7														
			SD-06 Test Reports															
			Sampling and Testing	1.5	G AO													
		02722A	SD-03 Product Data															
			Plant, Equipment, and Tools	1.7														
			SD-06 Test Reports															
			Sampling and testing	1.5	G AO													
			Field Density Tests	1.5.2.4	G AO													
		02741A	SD-03 Product Data															
			Mix Design	2.3	G DO													
			Contractor Quality Control	3.10	G AO													

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		02741A	Material Acceptance and Percent	3.11	G	AO												
			Payment															
			SD-06 Test Reports															
			Aggregates	2.1	G	DO												
			QC Monitoring	3.10.3.10														
			SD-07 Certificates															
			Asphalt Cement Binder	2.2	G	DO												
			Testing Laboratory	3.6														
		02748A	SD-06 Test Reports															
			Sampling and Testing	3.7														
		02754A	SD-03 Product Data															
			Equipment	1.7														
			Paving	3.4														
			Mixture Proportions	2.11	G	DO												
		02760A	SD-03 Product Data															
			Manufacturer's Recommendations	1.6.2.3	G	AO												
			Equipment	1.6														
			SD-04 Samples															
			Materials	1.5	G	AO												
		02763A	SD-03 Product Data															
			Equipment	1.5	G	AO												
			Composition Requirements	2.2.1	G	AO												
			Qualifications		G	AO												
			SD-06 Test Reports															
			Sampling and Testing	2.6	G	AO												
			SD-07 Certificates															

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		02763A	Volatile Organic Compound	2.2.3	G AO													
			(VOC)															
		02770A	SD-03 Product Data															
			Concrete	2.1														
			SD-06 Test Reports															
			Field Quality Control	3.8	G AO													
		02811a	SD-02 Shop Drawings															
			Sprinkler System	3.1	G DO													
			SD-03 Product Data															
			Spare Parts															
			Design Analysis and Calculations		G DO													
			SD-06 Test Reports															
			Field Tests	3.2														
			SD-10 Operation and Maintenance															
			Data															
			Sprinkler System	3.1														
		02821A	SD-07 Certificates															
			Chain Link Fence	2.1.1														
			SD-10 Operation and Maintenance															
			Data															
			Electro-Mechanical Locks	2.11														
			Gate Operator	2.10														
		02870a	SD-02 Shop Drawings															
			Site Furnishing Standards	2.5	G AO													
			SD-03 Product Data															
			Site Furnishings	1.4	G AO													

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		02870a	Installation	3.1	G	AO												
			Materials	2.1	G	AO												
			SD-04 Samples															
			Finish	2.4	G	AO												
			SD-06 Test Reports															
			Recycled Material	2.1.5	G	AO												
			Testing	3.1.6	G	AO												
		02921a	SD-03 Product Data															
			Equipment															
			Surface Erosion Control Material	2.8														
			Pesticides															
			Delivery	1.4.1														
			Finished Grade and Topsoil	3.2.1														
			Topsoil	2.2														
			Quantity Check	3.5														
			Seed Establishment Period	3.9														
			Maintenance Record	3.9.3.5														
			Application of Pesticide	3.6														
			SD-04 Samples															
			Delivered Topsoil	1.4.1.1														
			Soil Amendments	2.3														
			Mulch	2.4														
			SD-06 Test Reports															
			Equipment Calibration	3.1.3														
			SD-07 Certificates															
			Seed	2.1														

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		02921a	Topsoil	2.2														
			Fertilizer	2.3.2														
			Organic Material	2.3.4														
			Mulch	2.4														
			Pesticide	2.7														
		02922a	SD-03 Product Data															
			Pesticides		G AO													
			Delivery	1.4.1														
			Finished Grade and Topsoil	3.2.1														
			Topsoil	2.2														
			Quantity Check	3.5														
			Sod Establishment Period	3.9														
			Maintenance Record	3.9.3.5	G AO													
			Application of Pesticide	3.6	G AO													
			SD-04 Samples															
			Delivered Topsoil	1.4.1.2														
			Soil Amendments	2.3														
			SD-07 Certificates															
			Sod	2.1														
			Topsoil	2.2														
			Fertilizer	2.3.2														
			Organic Material	2.3.4														
			Pesticide	2.5	G AO													
		02930a	SD-02 Shop Drawings															
			Shop Drawings	3.3.1														

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		02930a	Finished Grade, Topsoil and	3.2.1														
			Underground Utilities															
			SD-03 Product Data															
			Chemical Treatment Material	1.4.3.2														
			Equipment	3.7.2														
			Delivery	1.4.1														
			Plant Establishment Period	3.9	G AO													
			Maintenance Record	3.9.2.6														
			Application of Pesticide	3.7														
			SD-04 Samples															
			Delivered Topsoil	1.4.1.3														
			Soil Amendments															
			Mulch	2.4	G AO													
			SD-06 Test Reports															
			Percolation Test	3.1.4.1														
			SD-07 Certificates															
			Plant Material	2.1														
			Topsoil	2.2														
			Fertilizer	2.3.1														
			Organic Material	2.3.2														
			Soil Conditioner	2.3.4														
			Organic Mulch															
			Mycorrhizal Fungi Inoculum	2.12														
			Pesticide	2.14														
			SD-10 Operation and Maintenance															
			Data															

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		02930a	Maintenance Instructions	3.9.5														
		03101A	SD-02 Shop Drawings															
			Shop Drawings	1.4	G AO													
			SD-03 Product Data															
			Materials	2.1	G AO													
			SD-04 Samples															
			Sample Panels		G G-AO													
			SD-06 Test Reports															
			Inspection	3.3	G AO													
			Formwork Not Supporting Weight	3.2.1	G G-AO													
			of Concrete															
		03150A	SD-03 Product Data															
			Preformed Expansion Joint Filler	2.2	G AO													
			Sealant	2.3	G AO													
			Waterstops	2.4	G AO													
			SD-04 Samples															
			Field-Molded Type	2.3.4	G AO													
			Waterstop Materials		G AO													
			SD-07 Certificates															
			Preformed Expansion Joint Filler	2.2	G AO													
			Sealant	2.3	G AO													
			Waterstops	2.4	G AO													
		03200A	SD-02 Shop Drawings															
			Reinforcement	3.1	G DO													
			SD-03 Product Data															
			Welding	1.3	G AO													

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		03200A	SD-07 Certificates															
			Reinforcing Steel	2.3	G	AO												
		03300	SD-03 Product Data															
			Mixture Proportions	1.9	G	DO												
			SD-04 Samples															
			Surface Retarder	2.3.5	G	AO												
			SD-06 Test Reports															
			Testing and Inspection for	3.17	G	AO												
			Contractor Quality Control															
			SD-07 Certificates															
			Qualifications	1.5	G	AO												
		04200a	SD-02 Shop Drawings															
			Masonry Work		G	DO												
			SD-03 Product Data															
			Clay or Shale Brick	2.2	G	AO												
			Concrete Brick	2.3	G	AO												
			Insulation	2.13	G	AO												
			Cold Weather Installation	3.1.2	G	AO												
			SD-04 Samples															
			Concrete Masonry Units (CMU)	2.4	G	AO												
			Concrete Brick	2.3	G	AO												
			Clay or Shale Brick	2.2	G	AO												
			Anchors, Ties, and Bar	2.8														
			Positioners															
			Expansion-Joint Material															
			Joint Reinforcement	2.0														

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		04200a	Insulation	2.13	G	AO												
			Portable Panel		G													
			SD-06 Test Reports															
			Efflorescence Test	3.17.3	G	AO												
			Field Testing of Mortar	3.17.1	G	AO												
			Field Testing of Grout	3.17.2	G	AO												
			Masonry Cement															
			Fire-rated CMU	2.4.3	G	AO												
			SD-07 Certificates															
			Clay or Shale Brick	2.2														
			Concrete Brick	2.3														
			Concrete Masonry Units (CMU)	2.4														
			Control Joint Keys	2.11														
			Anchors, Ties, and Bar	2.8														
			Positioners															
			Expansion-Joint Materials	2.12														
			Joint Reinforcement	2.0														
			Reinforcing Steel Bars and Rods	2.10														
			Masonry Cement															
			Mortar Coloring															
			Insulation	2.13														
			Insulation	2.13														
			Precast Concrete Items															
			Mortar Admixtures															
			Grout Admixtures															
		04720	SD-03 Product Data															

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		04720	Cast Stone		G	DO												
			SD-04 Samples															
			Cast Stone		G	G												
		05120	SD-02 Shop Drawings															
			Erection drawings		G													
			-DO															
			Fabrication drawings	1.7.1	G													
			DO															
			SD-03 Product Data															
			Shop primer	2.4	G	AO												
			SD-06 Test Reports															
			Class B coating		G	AO												
			Bolts, nuts, and washers;	2.2	G	AO												
			SD-07 Certificates															
			Steel	2.1	G	AO												
			Bolts, nuts, and washers	2.2	G	AO												
			Shop primer	2.4	G	AO												
			Welding electrodes and rods	2.3.1	G	AO												
			Nonshrink grout	2.3.2	G	AO												
			AISC Quality Certification	1.5	G	AO												
			Welding procedures and	1.7.2.3	G	AO												
			qualifications															
		05210A	SD-02 Shop Drawings															
			Steel Joists		G	DO												
			SD-07 Certificates															
			Steel Joists		G	DO												

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		05300A	SD-02 Shop Drawings															
			Deck Units	2.1	G DO													
			Accessories	2.5	G DO													
			Attachments	3.3	G DO													
			Holes and Openings	3.4	G DO													
			SD-03 Product Data															
			Deck Units	2.1	G DO													
			Attachments	3.3	G AO													
			SD-04 Samples															
			Deck Units	2.1	G AO													
			Accessories	2.5	G AO													
			SD-07 Certificates															
			Deck Units	2.1	G AO													
			Attachments	3.3	G AO													
		05500A	SD-02 Shop Drawings															
			Miscellaneous Metal Items	1.6	G AO													
			SD-04 Samples															
			Miscellaneous Metal Items	1.6	G AO													
		06100A	SD-03 Product Data															
			Product Installations		G AO													
			Insulation	2.3														
		06200A	SD-02 Shop Drawings															
			Finish Carpentry		G AO													
			SD-03 Product Data															
			Wood Items, Trim		G AO													
			SD-04 Samples															

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		06200A	Moldings	2.1.10	G	AO												
			Fascias and Trim		G	AO												
		06410A	SD-02 Shop Drawings															
			Shop Drawings	1.5	G	DO												
			Shop Drawings	1.8	G	DO												
			Installation	3.1	G	AO												
			SD-03 Product Data															
			Wood Materials	2.1	G	DO												
			Wood Finishes		G	DO												
			Finish Schedule	2.12.8.3	G	DO												
			SD-04 Samples															
			Plastic Laminates	2.3	G	DO												
			Cabinet Hardware	2.7	G	AO												
			SD-07 Certificates															
			Quality Assurance	1.4	G	AO												
			Laminate Clad Casework	3.1	G	AO												
		06650	SD-02 Shop Drawings															
			Shop Drawings		G	DO												
			Installation	3.2	G	AO												
			SD-03 Product Data															
			Solid surfacing material	2.1	G	DO												
			Qualifications	1.6	G	AO												
			Fabrications	2.3	G	AO												
			SD-04 Samples															
			Material	2.1	G	AO												
			Counter and Vanity Tops	2.3.6	G	AO												

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		06650	SD-06 Test Reports															
			Solid surfacing material	2.1	G	AO												
			SD-07 Certificates															
			Fabrications	2.3	G	AO												
			Qualifications	1.6	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Solid surfacing material	2.1	G	AO												
			Clean-up		G	AO												
		07412A	SD-02 Shop Drawings															
			Metal Roofing		G	DO												
			SD-04 Samples															
			Accessories	2.2	G	AO												
			Roof Panels	2.1	G	AO												
			Factory Color Finish		G	DO												
			Fasteners	2.3	G	AO												
			Sealant	2.8	G	AO												
			SD-07 Certificates															
			Roof Panels	2.1	G	AO												
			Installation	3.1	G	AO												
			Accessories	2.2	G	AO												
			Installer	1.3.3	G	AO												
			Warranties	1.7	G	AO												
		07416A	SD-02 Shop Drawings															
			Structural Standing Seam Metal		G	DO												
			Roof System															

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		07416A	SD-03 Product Data															
			Design Analysis		G	DO												
			Qualifications		G	DO												
			SD-04 Samples															
			Accessories	2.3	G	DO												
			Roof Panels	2.1	G	AO												
			Factory Color Finish	2.6	G	DO												
			Fasteners	2.4	G	AO												
			Insulation	2.7	G	AO												
			Gaskets and Insulating	2.10	G	AO												
			Compounds															
			Sealant	2.9	G	AO												
			Concealed Anchor Clips	2.2	G	AO												
			Subpurlins	2.5	G	AO												
			EPDM Rubber Boots	2.12	G	AO												
			SD-06 Test Reports															
			Test Report for Uplift Resistance		G	DO												
			of the SSSMR															
			SD-07 Certificates															
			Structural Standing Seam Metal		G	AO												
			Roof System															
			Insulation	2.7	G	AO												
		07600	SD-02 Shop Drawings															
			Covering on flat, sloped, or	3.1.25	G	AO												
			curved surfaces															
			Gutters	3.1.17	G	DO												

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		07600	Open Face Downspouts		G	DO												
			Metal Fascia		G	DO												
			Expansion joints	3.1.26	G	AO												
			Base flashing	3.1.11	G	AO												
			Counterflashing	3.1.12	G	AO												
			Flashing at roof penetrations	3.1.27	G	AO												
			Reglets	3.1.13	G	AO												
			Copings		G	GAO												
			Drip edge	3.1.16	G	AO												
			Open valley flashing	3.1.23	G	AO												
			Eave flashing	3.1.24	G	AO												
			SD-11 Closeout Submittals															
			Quality Control Plan	3.5														
		07840A	SD-02 Shop Drawings															
			Firestopping Materials	2.1	G	AO												
			SD-07 Certificates															
			Firestopping Materials	2.1	G	AO												
			Installer Qualifications	1.5	G	AO												
			Inspection	3.3	G	AO												
		07900A	SD-03 Product Data															
			Backing	2.1	G	AO												
			Bond-Breaker	2.2	G	AO												
			Sealant	2.5	G	AO												
			SD-07 Certificates															
			Sealant	2.5	G	AO												
		08110	SD-02 Shop Drawings															

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		08110	Doors	2.1	G	G												
			Doors	2.1	G	G												
			Frames	2.7	G	G												
			Frames	2.7	G	G												
			Accessories	2.5														
			Weatherstripping	2.9														
			SD-03 Product Data															
			Doors	2.1	G	DO												
			Frames	2.7	G	DO												
			Accessories	2.5														
			Weatherstripping	2.9														
			SD-04 Samples															
			Factory-applied enamel finish		G	DO												
		08120	SD-02 Shop Drawings															
			Doors and frames	2.1	G	DO												
			SD-08 Manufacturer's Instructions															
			Doors and frames	2.1	G	AO												
		08210	SD-02 Shop Drawings															
			Doors	2.1	G	DO												
			SD-03 Product Data															
			Doors	2.1	G	DO												
			Accessories	2.2														
			Water-resistant sealer															
			warranty	1.4														
			Sound transmission class rating		G	DO												
			Fire resistance rating	2.1.7	G	DO												

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		08210	SD-04 Samples															
			Door finish colors	2.3.6.4	G DO													
			SD-06 Test Reports															
			Split resistance	2.4	G AO													
			Cycle-slam	2.4	G AO													
			Hinge loading resistance	2.4	G AO													
		08330	SD-02 Shop Drawings															
			Approved Detail Drawings	3.1	G DO													
			SD-03 Product Data															
			Wood Overhead Coiling Doors		G DO													
			Installation	3.1	G AO													
			Cleaning	3.3	G AO													
			SD-10 Operation and Maintenance															
			Data															
			Operation	2.2	G AO													
		08342	SD-02 Shop Drawings															
			Hangar doors	2.1	G AO													
			SD-05 Design Data															
			Hangar doors	2.1	G AO													
			SD-10 Operation and Maintenance															
			Data															
			Hangar doors	2.1	G AO													
		08361	SD-02 Shop Drawings															
			Doors	2.2	G DO													
			SD-03 Product Data															
			Doors	2.2	G DO													

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		08361	Electric operators	2.6	G DO													
			SD-08 Manufacturer's Instructions															
			Doors	2.2														
			SD-10 Operation and Maintenance															
			Data															
			Doors	2.2	G AO													
		08520A	SD-02 Shop Drawings															
			Aluminum Windows		G DO													
			SD-03 Product Data															
			Aluminum Windows		G DO													
			SD-04 Samples															
			Aluminum Windows		G AO													
			SD-06 Test Reports															
			Aluminum Windows		G AO													
			SD-07 Certificates															
			Aluminum Windows		G AO													
		08710	SD-02 Shop Drawings															
			Hardware schedule	1.3	G AO													
			Keying system	2.3.8														
			SD-03 Product Data															
			Hardware items	2.3	G AO													
			SD-08 Manufacturer's Instructions															
			Installation	3.1														
			SD-10 Operation and Maintenance															
			Data															
			Hardware Schedule	1.3	G AO													

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		08710	SD-11 Closeout Submittals															
			Key bitting	1.4														
		08810A	SD-02 Shop Drawings															
			Installation	3.2	G DO													
			SD-03 Product Data															
			Insulating Glass	2.3	G DO													
			Glazing Accessories	2.11	G DO													
			SD-04 Samples															
			Insulating Glass	2.3	G AO													
			SD-07 Certificates															
			Insulating Glass	2.3	G AO													
		09100N	SD-02 Shop Drawings															
			Metal support systems	2.1	G DO													
			SD-03 Product Data															
			Metal support systems	2.1	G DO													
		09225A	SD-02 Shop Drawings															
			Lathing and Stucco		G AO													
			SD-03 Product Data															
			Materials	1.3	G AO													
			SD-04 Samples															
			Colored Stucco Finish Coat	2.2	G AO													
		09250	SD-03 Product Data															
			Cementitious backer units	2.1.8														
			Water-Resistant Gypsum Backing	2.1.3														
			Board															
			Impact Resistant Gypsum Board	2.1.6														

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		09250	Accessories	2.1.14														
			SD-07 Certificates															
			Asbestos Free Materials	2.1	G AO													
		09310	SD-02 Shop Drawings															
			Installation		G DO													
			SD-03 Product Data															
			Tile	2.1	G DO													
			Setting-Bed	2.2	G AO													
			Mortar, Grout, and Adhesive	2.4	G AO													
			SD-04 Samples															
			Tile	2.1														
			]G-DO															
			Accessories	2.1.6	G DO													
			Marble Thresholds	2.5	G DO													
			Grout		G DO													
			SD-07 Certificates															
			Tile	2.1	G AO													
			Mortar, Grout, and Adhesive	2.4	G AO													
		09510	SD-02 Shop Drawings															
			Approved Detail Drawings	1.3	G DO													
			SD-03 Product Data															
			Acoustical Ceiling Systems		G DO													
			SD-04 Samples															
			Acoustical Units	2.1	G AO													
			SD-07 Certificates															
			Acoustical Units	2.1	G AO													

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		09570	SD-02 Shop Drawings															
			Wood Ceiling Suspension System															
			G-DO															
			SD-03 Product Data															
			Wood Ceiling System G-DO															
			SD-04 Samples															
			Wood Ceiling Panel G-AO															
		09620A	SD-02 Shop Drawings															
			Approved Detail Drawings	3.3.6.1	G DO													
			SD-03 Product Data															
			Installation	3.3	G AO													
			SD-04 Samples															
			Flooring		G AO													
			SD-07 Certificates															
			Materials	1.4	G AO													
		09680A	SD-02 Shop Drawings															
			Installation		G DO													
			Molding	2.3	G DO													
			SD-03 Product Data															
			Carpet		G DO													
			Wall Base		G DO													
			Molding	2.3	G DO													
			Surface Preparation	3.1	G AO													
			Installation		G AO													
			SD-04 Samples															
			Carpet		G DO													

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		09680A	Wall Base		G	DO												
			Molding	2.3	G	DO												
			SD-06 Test Reports															
			Moisture and Alkalinity Tests	3.2	G	AO												
			SD-07 Certificates															
			Carpet															
			SD-10 Operation and Maintenance															
			Data															
			Carpet		G	AO												
			Cleaning and Protection	3.5	G	AO												
		09720	SD-03 Product Data															
			Wallcoverings	2.1	G	DO												
			Maintenance															
			Clean-Up	3.4														
			SD-04 Samples															
			Wallcoverings	2.1	G	DO												
			SD-07 Certificates															
			Wallcoverings	2.1														
			SD-08 Manufacturer's Instructions															
			Wallcoverings	2.1														
			SD-10 Operation and Maintenance															
			Data															
			Wallcoverings	2.1	G	AO												
		09900	SD-02 Shop Drawings															
			Piping identification	3.12	G	AO												
			stencil	3.12														

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		09900	SD-03 Product Data															
			Coating	2.1	G AO													
			Manufacturer's Technical Data	2.1														
			Sheets															
			Sealant															
			SD-04 Samples															
			Color	1.9	G AO													
			SD-07 Certificates															
			Applicator's qualifications	1.3														
			Qualification Testing		G AO													
			SD-08 Manufacturer’s Instructions															
			Application instructions	3.4.1														
			Mixing	3.8.2														
			Manufacturer's Material Safety	1.7.2														
			Data Sheets															
			SD-10 Operation and Maintenance															
			Data															
			Coatings:	2.1	G AO													
		10100A	SD-03 Product Data															
			Visual Display Boards		G AO													
			SD-04 Samples															
			Aluminum		G AO													
			Porcelain Enamel		G AO													
			Materials		G AO													
			07 Certificates															
			Visual Display Boards		G AO													

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		10153	SD-02 Shop Drawings															
			Toilet Partition System		G	DO												
			SD-03 Product Data															
			Toilet Partition System		G	DO												
			SD-04 Samples															
			Toilet Partition System		G	AO												
		10201N	SD-02 Shop Drawings															
			Wall louvers		G	AO												
			SD-04 Samples															
			Wall louvers		G	AO												
		10270A	SD-02 Shop Drawings															
			Raised Floor System		G	DO												
			SD-03 Product Data															
			Raised Floor System		G	DO												
			SD-04 Samples															
			Raised Floor System		G	AO												
			SD-06 Test Reports															
			Tests	2.6	G	AO												
			Testing of Electrical Resistance	3.2	G	AO												
			SD-07 Certificates															
			Raised Floor System		G	AO												
		10430	SD-02 Shop Drawings															
			Approved Detail Drawings	3.1	G	G												
			SD-03 Product Data															
			Installation	3.1	G	AO												
			Wind Load Requirements	1.3	G	AO												

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		10430	SD-04 Samples															
			Exterior Signs		G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Protection and Cleaning	3.1.2	G	AO												
		10440	SD-02 Shop Drawings															
			Detail Drawings		G	DO												
			SD-03 Product Data															
			Installation	3.1	G	DO												
			SD-04 Samples															
			Interior Signage	1.3	G	DO												
			SD-10 Operation and Maintenance															
			Data															
			Approved Manufacturer's	3.1	G	AO												
			Instructions															
			Protection and Cleaning	3.1.2	G	AO												
		10500	SD-02 Shop Drawings															
			Shop Drawings		G	DO												
			SD-03 Product Data															
			Manufacturer's Data		G	DO												
			SD-04 Samples															
			Paint Finish		G	DO												
			Accessories		G	DO												
			Stain Finish		G	DO												
		10522	SD-03 Product Data															
			Fire Extinguisher Cabinet		G	DO												

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		10522	SD-04 Samples															
			Finish Samples		G	AO												
			SD-08 Manufacturer's Instructions															
			Manufacturer's Installation		G	AO												
			Instructions															
		10675N	SD-01 Preconstruction Submittals															
			Shelving Units	2.1	G	DO												
			SD-03 Product Data															
			Shelving Units	2.1	G	AO												
			Accessories		G	AO												
			Installation instructions	3.2	G	AO												
			SD-04 Samples															
			Finish	2.3	G	AO												
			SD-06 Test Reports															
			Shelving Units	2.1	G	AO												
			Finish	2.3	G	AO												
		10800	SD-03 Product Data															
			Finishes	2.1.2	G	DO												
			Accessory Items	2.2	G	DO												
			SD-04 Samples															
			Finishes	2.1.2	G	DO												
			Accessory Items	2.2	G	AO												
			SD-07 Certificates															
			Accessory Items	2.2														
			SD-10 Operation and Maintenance															
			Data															

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		10800	Electric Hand Dryer	2.2.26	G AO													
		11035	SD-02 Shop Drawings															
			Installation	3.3	G DO													
			SD-03 Product Data															
			Bullet Resistant Components	1.5	G DO													
			SD-07 Certificates															
			Bullet Resistant Components	1.5	G AO													
			SD-10 Operation and Maintenance															
			Data															
			Bullet Resistant Components	1.5	G AO													
		11400A	SD-02 Shop Drawings															
			Food Service Equipment	2.1.6	G DO													
			Installation	3.1	G AO													
			SD-03 Product Data															
			Food Service Equipment	2.1.6	G DO													
			SD-06 Test Reports															
			Testing	3.3	G AO													
			SD-10 Operation and Maintenance															
			Data															
			Food Service Equipment	2.1.6	G AO													
		12490A	SD-02 Shop Drawings															
			Approved Detail Drawings	3.2	G AO													
			SD-03 Product Data															
			Window Treatments	3.2	G DO													
			SD-04 Samples															
			Window Treatments	3.2	G DO													

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		13080	SD-02 Shop Drawings															
			Bracing	3.1	G DO													
			Resilient Vibration Isolation	3.4	G DO													
			Devices															
			Equipment Requirements	1.4	G DO													
			SD-03 Product Data															
			Bracing	3.1	G DO													
			Equipment Requirements	1.4	G DO													
		13100A	SD-02 Shop Drawings															
			Drawings															
			SD-07 Certificates															
			Materials	2.1														
		13110A	SD-02 Shop Drawings															
			Drawings	1.3.9														
			Contractor's Modifications	1.3.2														
			SD-03 Product Data															
			Equipment															
			Spare Parts	3.9														
			SD-06 Test Reports															
			Tests and Measurements	3.5														
			Contractor's Modifications	1.3.2														
			SD-07 Certificates															
			Cathodic Protection System															
			Services of 'Corrosion Expert'	1.3.1														
			SD-10 Operation and Maintenance															
			Data															

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		13110A	Cathodic Protection System															
			Training Course	3.6														
		13202A	SD-02 Shop Drawings															
			Fueling System	3.3.2.1	G	DO												
			Monitoring Systems		G	DO												
			SD-03 Product Data															
			Fueling System	3.3.2.1	G	DO												
			Permitting	1.5.1	G	AO												
			Registration	1.5.2	G	AO												
			Spare Parts Data		G	AO												
			Installation	3.1	G	AO												
			Framed Instructions	3.1.6	G	AO												
			Monitoring Systems		G	AO												
			Tests	3.2	G	AO												
			Demonstrations	3.4	G	AO												
			Experience	1.4.1	G	AO												
			Welding	1.4.2	G	AO												
			Verification of Dimensions	1.7.1	G	AO												
			Fuel Supply	1.7.2	G	AO												
			SD-06 Test Reports															
			Tests	3.2	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation Manuals		G	AO												
			Maintenance Manuals	3.4	G	AO												
		13280A	SD-03 Product Data															

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		13280A	Respiratory Protection Program	1.12	G	AO												
			Cleanup and Disposal	3.11	G	AO												
			Detailed Drawings		G	AO												
			Materials and Equipment															
			Qualifications	1.5	G	AO												
			Training Program	1.11														
			Medical Requirements	1.10														
			SD-06 Test Reports															
			Exposure Assessment and Air	3.9	G	AO												
			Monitoring															
			Local Exhaust Ventilation	1.20														
			Licenses, Permits and	1.14	G	AO												
			Notifications															
			SD-07 Certificates															
			Vacuum, Filtrationand Ventilation															
			Equipment															
		13286N	SD-07 Certificates															
			Qualifications of CIH	1.8.1	G	AO												
			Training Certification	1.8.1	G	AO												
			PCB and Lamp Removal Work	1.8.2	G	AO												
			Plan															
			PCB and Lamp Disposal Plan	1.8.3	G	AO												
			SD-11 Closeout Submittals															
			Transporter certification	3.5.2	G	AO												
			Certification of Decontamination	3.2.4														

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		13286N	Certificate of Disposal and/or	3.5.2.1														
			recycling															
			DD Form 1348-1	3.5.3.2														
		13851A	SD-02 Shop Drawings															
			Fire Alarm Reporting System	1.4.1														
			SD-03 Product Data															
			Storage Batteries	2.2														
			Voltage Drop															
			Special Tools and Spare Parts	2.7.4														
			Technical Data and Computer	1.4														
			Software															
			Training	3.6														
			Testing	3.5														
			SD-06 Test Reports															
			Testing	3.5														
			SD-07 Certificates															
			Equipment															
			Qualifications	1.3.7														
			SD-10 Operation and Maintenance															
			Data															
			Technical Data and Computer	1.4														
			Software															
		13856N	SD-03 Product Data															
			Carbon monoxide detector.	2.1														
			SD-06 Test Reports															
			Carbon monoxide detector test.	3.2.1														

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		13930A	SD-02 Shop Drawings															
			Shop Drawings	1.12	G	DO												
			As-Built Drawings	3.11	G	AO												
			SD-03 Product Data															
			Fire Protection Related Submittals	3.1	G	DO												
			Sway Bracing	3.4.1	G	DO												
			Materials and Equipment	2.3	G	DO												
			Hydraulic Calculations	1.7	G	DO												
			Spare Parts	1.11	G	AO												
			Preliminary Tests	3.10	G	AO												
			Final Acceptance Test	3.11	G	AO												
			On-site Training	3.12	G	AO												
			Fire Protection Specialist	1.8	G	DO												
			Sprinkler System Installer	1.9	G	DO												
			SD-06 Test Reports															
			Preliminary Test Report	3.11	G	AO												
			Final Acceptance Test Report	3.11	G	AO												
			SD-07 Certificates															
			Inspection by Fire Protection	3.3	G	AO												
			Specialist															
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance		G	AO												
			Instructions															
		13935A	SD-02 Shop Drawings															
			Shop Drawings	1.7	G	DO												

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		13935A	As-Built Drawings	3.11	G	AO												
			SD-03 Product Data															
			Fire Protection Related Submittals	3.1	G	DO												
			Sway Bracing	3.4.1	G	DO												
			Materials and Equipment	2.3	G	DO												
			Hydraulic Calculations	1.7	G	DO												
			Spare Parts		G	AO												
			Preliminary Tests	3.10	G	AO												
			Final Acceptance Test	3.11	G	AO												
			Fire Protection Specialist	1.8	G	DO												
			Sprinkler System Installer	1.9	G	DO												
			Qualifications															
			Onsite Training	3.12	G	AO												
			SD-06 Test Reports															
			Preliminary Tests	3.10	G	AO												
			Final Acceptance Test	3.11	G	AO												
			SD-07 Certificates															
			Inspection by Fire Protection	3.3	G	AO												
			Specialist															
			SD-10 Operation and Maintenance															
			Data															
			Operating and Maintenance	3.12	G	AO												
			Instructions															
		13965A	SD-02 Shop Drawings															
			Wet Chemical Fire Extinguishing	2.4	G	DO												
			System															

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		13965A	SD-03 Product Data															
			Similar Services		G	AO												
			Wet Chemical Fire Extinguishing	2.4	G	DO												
			System															
			Preliminary Tests	3.2	G	AO												
			Final Acceptance Tests	3.3	G	AO												
			System Diagrams		G	AO												
			Test Schedule		G	AO												
			Field Training	3.4	G	AO												
			SD-06 Test Reports															
			Preliminary Tests	3.2	G	AO												
			Final Acceptance Tests	3.3	G	AO												
			SD-07 Certificates															
			Installation Technician	1.3.4	G	AO												
			Installation Drawings	1.3.3	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Wet Chemical Fire Extinguishing	2.4	G	AO												
			System															
		14602A	SD-02 Shop Drawings															
			Detailed Drawings	1.5.1.5	G	AO												
			SD-03 Product Data															
			Hoist Hook Assembly	2.3.3	G	AO												
			Heat Treatment	2.3.3	G	AO												
			Materials and Equipment	1.5.1.1	G	AO												
			Hoist	2.1	G	AO												

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		14602A	Spare Parts	1.5.1.6	G	AO												
			SD-06 Test Reports															
			Electrification System Tests	3.3	G	AO												
			Acceptance Testing	3.4	G	AO												
			SD-07 Certificates															
			Hoist	2.1	G	AO												
			Track Design	2.8.1	G	AO												
			Motor Controller	2.10.2	G	AO												
			Electric Hoists	2.1.2	G	AO												
			Trolleys	2.4	G	AO												
			Wiring	2.10	G	AO												
			Contact Conductors		G	AO												
			Hoist Controls	2.1.1	G	AO												
			Overcurrent Protection	2.10	G	AO												
			Grounding	2.10	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operating and Maintenance	3.6	G	AO												
			Instructions															
		15070A	SD-02 Shop Drawings															
			Bracing	3.1	G	DO												
			Equipment Requirements	1.3	G	DO												
			Contractor Designed Bracing		G	DO												
			SD-03 Product Data															
			Bracing	3.1	G	DO												
			Equipment Requirements	1.3	G	DO												

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		15070A	Contractor Designed Bracing		G	DO												
		15080A	SD-02 Shop Drawings															
			Mica Plates	3.2.2.4	G	AO												
			SD-03 Product Data															
			General Materials	2.1	G	AO												
			SD-04 Samples															
			Thermal Insulation Materials		G	AO												
		15181A	SD-02 Shop Drawings															
			Piping System	2.4	G	AO												
			SD-03 Product Data															
			Piping and Fittings	2.4	G	AO												
			Valves and Accessories	2.7	G	AO												
			Expansion Joints	2.8.8	G	AO												
			Pumps	2.9	G	DO												
			Expansion Tanks	2.10	G	AO												
			Air Separator Tanks	2.11	G	AO												
			Pipe Hangers, Inserts, and	3.1.9	G	AO												
			Supports															
			Automatic Glycol Feeders	2.12.2	G	DO												
			Water Treatment Systems	2.12	G	AO												
			Spare Parts	1.6.3	G	AO												
			Qualifications	1.3	G	AO												
			Field Tests	3.3	G	AO												
			Demonstrations	3.4	G	AO												
			Verification of Dimensions	1.6.1	G	AO												
			SD-06 Test Reports															

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		15181A	Field Tests	3.3	G AO													
			One-Year Inspection	3.5	G AO													
			SD-07 Certificates															
			Service Organization	2.1	G AO													
			SD-10 Operation and Maintenance															
			Data															
			Operation Manuals	3.4	G AO													
			Maintenance Manuals	3.4	G AO													
			Water Treatment Systems	2.12	G AO													
		15190A	SD-02 Shop Drawings															
			Gas Piping System	3.2	G AO													
			SD-03 Product Data															
			Welding	1.3.1	G AO													
			Pipe and Fittings	2.1	G AO													
			Valves	2.2	G AO													
			SD-06 Test Reports															
			Testing	3.16	G AO													
			Pressure Tests	3.16.1	G AO													
			Test With Gas	3.16.3	G AO													
		15400A	SD-02 Shop Drawings															
			Plumbing System	3.9.1	G AO													
			SD-03 Product Data															
			Welding	1.5.1	G AO													
			Air Compressors	2.14.1	G DO													
			Grease Interceptors		G DO													

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		15400A	HIGH PRESSURE COLD WATER	2.13	G	DO												
			WASHER															
			Neutralization tank	2.7	G	DO												
			Pumps	2.12	G	DO												
			Foam Concentrate Storage Tank	2.16	G	DO												
			Wall faucets	2.3.2	G	AO												
			Wall Hydrants	2.3.3	G	AO												
			Water Heaters	2.10	G	DO												
			Hot Water Storage Tanks	2.11	G	AO												
			EMERGENCY MANUAL AFFF	2.6.7	G	DO												
			SHUTOFF VALVE AND															
			MANHOLE															
			Backflow Preventors		G	DO												
			Plumbing Fixture Schedule	3.10	G	AO												
			Vibration-Absorbing Features	3.4	G	AO												
			Plumbing System	3.9.1	G	AO												
			SD-06 Test Reports															
			Tests, Flushing and Disinfection	3.9	G	AO												
			Test of Backflow Prevention	3.9.1.1	G	AO												
			Assemblies															
			SD-07 Certificates															
			Materials and Equipment	1.3	G	AO												
			Bolts	2.1.1	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Plumbing System	3.9.1	G	AO												

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		15565A	SD-02 Shop Drawings															
			Heating System		G	AO												
			Installation	3.1	G	AO												
			SD-03 Product Data															
			Heating System		G	DO												
			Heaters	2.3	G	DO												
			Thermostats	2.4	G	DO												
			Vent Piping	2.5	G	DO												
			Spare Parts		G	AO												
			SD-06 Test Reports															
			Testing, Adjusting, and Balancing	3.2	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Instructions	3.3	G	AO												
		15569A	SD-02 Shop Drawings															
			Piping Installation	3.2	G	AO												
			Installation	3.2.6.4	G	AO												
			Installation	3.2.12	G	AO												
			SD-03 Product Data															
			Boilers	2.1	G	DO												
			Unit Heaters	2.8	G	G												
			Unit Heaters	2.8	G	G												
			Fuel Burning Equipment	2.2	G	DO												
			Combustion Safety Controls and	2.3.7	G	DO												
			Equipment															
			Pumps	2.4	G	DO												

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		15569A	Fittings and Accessories		G	AO												
			Water Treatment System	2.16	G	G												
			Water Treatment System	2.16	G	G												
			Radiators	2.7	G	AO												
			Air Separators	2.11.7	G	AO												
			Expansion Tanks	2.11.6	G	AO												
			Expansion Joints	2.11.17.2	G	AO												
			Spare Parts	1.3.7	G	AO												
			Boiler Water Treatment	2.16	G	AO												
			Heating System Tests	3.8	G	AO												
			Fuel System Tests	3.10	G	AO												
			Welding	1.3.6	G	AO												
			Qualifications	3.8	G	AO												
			Field Instructions	3.11	G	AO												
			Tests	3.3	G	AO												
			SD-06 Test Reports															
			Heating System Tests	3.8	G	AO												
			Fuel System Tests	3.10	G	AO												
			Water Treatment Testing	3.8.1	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance	3.11	G	AO												
			Instructions															
			Water Treatment System	2.16	G	AO												
		15620A	SD-02 Shop Drawings															
			Drawings		G	AO												

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		15620A	Installation	3.1	G	AO												
			SD-03 Product Data															
			Refrigeration System	3.1.1	G	DO												
			Spare Parts		G	AO												
			Posted Instructions	3.5	G	AO												
			Verification of Dimensions	1.5.1	G	AO												
			Manufacturer's Multi-Year	1.6	G	AO												
			Compressor Warranty															
			System Performance Tests	3.1.1.2	G	AO												
			System Performance Tests	3.4	G	AO												
			Demonstrations	3.5	G	AO												
			SD-06 Test Reports															
			Factory Tests		G	AO												
			System Performance Tests	3.1.1.2	G	AO												
			System Performance Tests	3.4	G	AO												
			SD-07 Certificates															
			Refrigeration System	3.1.1	G	AO												
			Service Organization	2.1	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation Manuals		G	AO												
			Maintenance Manuals	3.5	G	AO												
		15895	SD-02 Shop Drawings															
			Drawings	3.1.9	G	AO												
			Installation	3.1	G	AO												
			SD-03 Product Data															

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		15895	Ductwork Components	2.8	G	AO												
			Air Systems Equipment	2.9	G	DO												
			Air Handling Units	2.10	G	DO												
			GAS TO STEAM HUMIDIFIERS		G	DO												
			Terminal Units	2.11	G	DO												
			Louvers	2.8.8	G	DO												
			Fans	2.9.1	G	DO												
			Diffusers, Registers and Grilles	2.8.7	G	DO												
			Test Procedures	2.11.1	G	AO												
			Welding Procedures		G	AO												
			Diagrams	3.1	G	AO												
			Manufacturer's Experience	2.1	G	AO												
			Welded Joints		G	AO												
			Performance Tests	3.7	G	AO												
			Field Training	3.9	G	AO												
			SD-06 Test Reports															
			Performance Tests	3.7	G	AO												
			Testing, Adjusting, and Balancing	3.6	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operating and Maintenance	3.9	G	AO												
			Instructions															
		15951A	SD-02 Shop Drawings															
			HVAC Control System	3.1.1	G	DO												
			SD-03 Product Data															
			Service Organizations		G	AO												

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		15951A	Equipment Compliance Booklet	1.6	G	DO												
			Performance Verification Test	1.6	G	AO												
			Procedures															
			Training	3.6	G	AO												
			Database Definition and Graphic	1.2	G	AO												
			Generation															
			SD-06 Test Reports															
			Performance Verification Test	3.5.3	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation Manual	1.5	G	AO												
			Maintenance and Repair Manual	1.6	G	AO												
		15990A	SD-02 Shop Drawings															
			TAB Schematic Drawings and	3.3	G	AO												
			Report Forms															
			SD-03 Product Data															
			TAB Related HVAC Submittals	3.2	G	AO												
			TAB Procedures	3.5.1	G	AO												
			Calibration	1.4	G	AO												
			Systems Readiness Check	3.5.2	G	AO												
			TAB Execution	3.5.1	G	AO												
			TAB Verification	3.5.4	G	AO												
			SD-06 Test Reports															
			Design Review Report	3.1	G	AO												
			Systems Readiness Check	3.5.2	G	AO												
			TAB Report	3.5.3	G	AO												

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		15990A	TAB Verification Report	3.5.4	G AO													
			SD-07 Certificates															
			Ductwork Leak Testing	3.4	G AO													
			TAB Firm	1.5.1	G AO													
			TAB Specialist	1.5.2	G AO													
		15995A	SD-03 Product Data															
			Commissioning Team	3.1	G AO													
			Test Procedures		G AO													
			Test Schedule		G AO													
			SD-06 Test Reports															
			Test Reports		G AO													
		16070A	SD-02 Shop Drawings															
			Lighting Fixtures in Buildings	3.2														
			Equipment Requirements	1.4														
			SD-03 Product Data															
			Lighting Fixtures in Buildings	3.2														
			Equipment Requirements	1.4														
			Contractor Designed Bracing	1.3.4														
		16261A	SD-02 Shop Drawings															
			Schematic diagrams	1.5.1	G DO													
			Interconnecting diagrams	1.5.2	G DO													
			Installation drawings	1.5.3	G AO													
			SD-03 Product Data															
			Variable frequency drives	2.1	G DO													
			Wires and cables	2.3	G DO													
			Equipment schedule	1.5.4	G DO													

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CONTRACT NO.

TITLE AND LOCATION
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CONTRACTOR

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		16261A	SD-06 Test Reports															
			VFD Test	3.2.1	G	AO												
			Test Plan		G	AO												
			Performance Verification Tests	3.2.2	G	AO												
			Endurance Test		G	AO												
			SD-08 Manufacturer's Instructions															
			Installation instructions	1.5.5	G	AO												
			SD-09 Manufacturer's Field															
			Reports															
			VFD Factory Test Plan		G	AO												
			Total Harmonic Distortion		G	AO												
			Analysis															
			SD-10 Operation and Maintenance															
			Data															
			Variable frequency drives	2.1	G	AO												
		16263A	SD-02 Shop Drawings															
			Layout		G	DO												
			General Installation	3.1	G	DO												
			Acceptance	3.8	G	DO												
			SD-03 Product Data															
			Performance Criteria		G	DO												
			Sound Limitations	2.6	G	DO												
			Harmonic Requirements		G	DO												
			Engine-Generator Parameter	1.3.1	G	DO												
			Schedule															
			Power Factor	3.5.1.2	G	DO												

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		16263A	Heat Rejected To		G	DO												
			Engine-Generator Space															
			Cooling System	2.5	G	DO												
			Time-Delay on Alarms	2.17.5	G	DO												
			Generator	2.13	G	DO												
			Manufacturer's Catalog	2.2	G	DO												
			Spare Parts		G	DO												
			Onsite Training	3.7	G	AO												
			Battery Charger	2.11.3.2	G	DO												
			Vibration-Isolation	1.4.11	G	DO												
			Posted Data and Instructions	3.6	G	DO												
			Instructions	3.5.4.1	G	DO												
			Experience	1.4.17	G	AO												
			Field Engineer	1.4.18	G	AO												
			General Installation	3.1	G	DO												
			SD-06 Test Reports															
			Factory Inspection and Tests	2.27	G	DO												
			Factory Tests	2.27.2	G	DO												
			Onsite Inspection and Tests	3.5	G	DO												
			SD-07 Certificates															
			Vibration Isolation	1.4.11	G	AO												
			Prototype Test		G	AO												
			Reliability and Durability	1.3.4	G	DO												
			Emissions	2.10	G	DO												
			Sound Limitations	2.6	G	AO												
			Site Visit		G	AO												

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		16263A	Flywheel Balance		G	AO												
			Materials and Equipment	2.1	G	AO												
			Inspections	3.5.3	G	AO												
			Cooling System	2.5	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance	3.7	G	DO												
			Manuals															
			Maintenance Procedures	3.7	G	DO												
			Special Tools	2.12	G	AO												
			Filters	2.4.2	G	AO												
		16375A	SD-02 Shop Drawings															
			Electrical Distribution System	3.11.3														
			As-Built Drawings															
			SD-03 Product Data															
			Fault Current Analysis															
			Protective Device															
			Coordination Study															
			Nameplates	2.2														
			Material and Equipment	2.1														
			General Installation Requirements	3.1														
			SD-06 Test Reports															
			Factory Tests	2.17														
			Field Testing	3.11														
			Operating Tests	3.11.13														
			Cable Installation	3.2.1.4														

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		16375A	SD-07 Certificates															
			Material and Equipment	2.1														
			Cable Joints	3.3														
			Cable Installer Qualifications															
			SD-10 Operation and Maintenance															
			Data															
			Electrical Distribution System	3.11.3														
		16403A	SD-02 Shop Drawings															
			Drawings	2.4.2														
			Shop Drawings	2.2.1														
			Switchboards	2.7														
			Panelboards	2.8														
			SD-03 Product Data															
			Equipment		G	DO												
			Factory Tests	2.10														
			SD-06 Test Reports															
			Factory Tests	2.10														
		16410A	SD-02 Shop Drawings															
			Switches															
			Equipment	1.3.1														
			Installation	3.1														
			SD-03 Product Data															
			Material	1.3.1														
			Equipment	1.3.1														
			SD-06 Test Reports															
			Testing	2.4	G	G-DO												

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		16410A	SD-07 Certificates															
			Equipment	1.3.1														
			Material	1.3.1														
			Switching Equipment															
			SD-10 Operation and Maintenance															
			Data															
			Switching Equipment															
			Instructions	3.2														
		16415A	SD-02 Shop Drawings															
			Interior Electrical Equipment															
			SD-03 Product Data															
			Fault Current and Protective															
			Device Coordination Study															
			Manufacturer's Catalog															
			Material, Equipment, and Fixture															
			Lists															
			Installation Procedures															
			As-Built Drawings	1.2.6														
			Onsite Tests	3.24.2														
			SD-06 Test Reports															
			Factory Test Reports															
			Field Test Plan															
			Field Test Reports	3.22														
			SD-07 Certificates															
			Materials and Equipment	1.4														
		16528A	SD-02 Shop Drawings															

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		16528A	Lighting System	1.3.1														
			Detail Drawings															
			As-Built Drawings	3.16.3														
			SD-03 Product Data															
			Equipment and Materials	1.3.9														
			Spare Parts															
			SD-06 Test Reports															
			Operating Test	3.16.2														
			Ground Resistance	3.16.3	G	AO												
			Measurements															
			SD-10 Operation and Maintenance															
			Data															
			Lighting System	1.3.1														
		16710A	SD-02 Shop Drawings															
			Premises Distribution System	1.7														
			Installation	3.1														
			SD-03 Product Data															
			Record Keeping and	1.8														
			Documentation															
			Spare Parts	3.1.9														
			Manufacturer's Recommendations	3.1.2														
			Test Plan	3.6														
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			SD-06 Test Reports															
			Test Reports	3.6														
			SD-07 Certificates															

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		16710A	Premises Distribution System	1.7														
			Materials and Equipment	2.1														
			Installers	1.5.1														
		16751A	SD-05 Design Data															
			System Drawings		G DO													
			Manufacturer's Data		G DO													
			Group II Technical Data Package		G AO													
			Group III Technical Data Package		G AO													
			Group V Technical Data Package		G AO													
			Functional Design Manual		G AO													
			Hardware Manual		G AO													
			Maintenance Manual		G AO													
			As-Built Drawings		G AO													
		16770	SD-02 Shop Drawings															
			Radio and Public Address System	1.2														
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			SD-06 Test Reports															
			Approved Test Procedures	3.3														
			Acceptance Tests	3.3														
		16778	SD-02 Shop Drawings															
			General Arrangement Drawings		G DO													
			SD-03 Product Data															
			Heating Cables		G DO													
			Sensors		G DO													
			Slab Thermostats		G DO													

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		16778	Contactors		G	DO												
			Control Panels and Accessory		G	DO												
			Equipment and Materials															
			SD-06 Test Reports															
			Testing		G	AO												
			SD-08 Manufacturer’s Instructions															
			Installation		G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Maintenance and Operating		G	AO												
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		16815A	SD-02 Shop Drawings															
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		16815A	Operation and Maintenance Manuals															

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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.

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)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355A

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02/02

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1.2.2 Environmental Protection
1.2.3 Contractor Generated Hazardous Waste
1.2.4 Installation Pest Management Coordinator
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1.9.1 Applications, Supporting Documents, and Fees
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-- End of Section Table of Contents --

SECTION 01355A

ENVIRONMENTAL PROTECTION
02/02

PART 1 GENERAL

Attachment:
State of Nebraska, Department of Environmental Quality, Air Quality Section, Construction Permit Application

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY (DA)

AR 200-5	Pest Management

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 152 - 186	Pesticide Programs
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners,excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

1.2.4 Project Pesticide Coordinator

The Project Pesticide Coordinator (PPC) is an individual that resides at a Civil Works Project office and that is responsible for oversight of pesticide application on Project grounds.

1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for

use as a plant regulator, defoliant or desiccant.

1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers,creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.10 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-AO

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. Drawing showing the location of borrow areas.

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. 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 Facility Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup,

restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has

approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements. The Contractor shall follow AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports" for data required to be reported to the Installation.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached,as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 SPECIAL ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the special environmental requirements listed here and included at the end of this section.

1.9.1 Applications, Supporting Documents, and Fees

The Contractor shall obtain and complete all environmental permit applications and notices including any documents required for a modification for an existing permit held by the Facility. The Contractor is responsible for preparing all supporting documents, including but not limited to engineering reports, emission surveys, diagrams, pollutant load calculations, etc. If, in lieu of permits, the governing agency requires review and approval of the design, the Contractor shall submit and obtain approval of the design and associated documents. The Contractor shall be responsible for all fees associated with the permits, applications, reviews, approvals, and notices.

1.9.2 Environmental Permits, Notices, Reviews, and/or Approvals

The following is a listing of permits, notices, reviews, and/or approvals which **may be** required for this project. This listing and requirements are not to be considered all-inclusive by the Contractor, but is provided as information that may be used in successfully accomplishing the environmental compliances. See Internet site http://www.deq.state.ne.us/

a. The State of Nebraska has authority for the National Pollutant Discharge Elimination System (NPDES) program. Offutt Air Force Base (MAFB) has been issued a Nebraska Department of Environmental and Natural Resources Authorization to Discharge Under the Surface Water Discharge System. The Storm Water Pollution Prevention Plan (SWPPP) is a requirement of this permit. The SWPPP may be reviewed at the Environmental Flight Office. The Contractor shall be responsible for coordination with the Environmental Flight for possible modifications to this permit for surface drainage discharges.

b. If construction activities results in disturbance of 1 acre of land or more (sites that may be smaller than 1 acre but are part of common plan of development are considered to be over 1 acre), coverage under the Authorization to Discharge Under the Nebraska Pollutant Discharge Elimination System (NDPDES) Permit No. NER100000 for storm water discharge from construction site is required. The Contractor shall be responsible for implementing the terms and requirements of the permit and shall be considered the "permittee". The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan, inspections, and reporting in accordance with the NER100000 Permit. The SWPPP and a copy of an unsigned Notice of Intent (NOI) shall be submitted with the 100% design submittals for review and comments by the Contracting Officer or at a minimum 14 days prior to construction commencing. The Contractor shall be responsible for all submittals to the State of Nebraska 7 days prior to construction activity beginning in accordance with Permit No. NER100000. The Contractor shall be responsible for assuring that their SWPPP is in accordance with Offutt AFB's SWPPP (identified in the above paragraph). The Contractor shall retain copies of the storm water pollution prevention plan and all reports in accordance with the permit. All submissions to the State shall be by certified mail. The Contractor shall include copies of all submittals to the State of Nebraska (NOI/NOT), a return certified mail receipt, plans, and reports in the Appendix to the Environmental Protection Plan. The State of Nebraska web site for the NPDES Program is http://www.deq.state.ne.us/

c. Offutt AFB has a State of Nebraska Significant Minor Air Permit for the entire facility. The Contractor shall coordinate all air pollutant emissions with Offutt AFB Environmental Flight (Tim Fry, 55 CES/CEV) for possible modifications and/or permit to construct.

d. The State of Nebraska Department of Environmental Quality requires an application for Construction Permit for any new generator or air emission. The Contractor shall submit the Construction Permit Application to the State of Nebraska Department of Environmental Quaity along with a process/flow diagram, plant layout diagram, process information, and fuel combustion data as required by the state. The Contractor shall coordinate this information with Offutt AFB Environmental Flight (Tim Fry, 55 CES/CEV, 402-294-4087) prior to submission to the State. The application and additional information must be submitted to the State of Nebraska Department of Environmental Quality **at least 60 days** prior to the anticipated date of proposed construction. The application must be reviewed and a permit must be granted before actual construction shall commence.

1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings,plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.11 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.12 HTRW PERIMETER AIR MONITORING

For the protection of public health, the Contractor shall monitor and control contaminant emissions to the air from HTRW remedial action area sources to minimize short term risks that might be posed to the community during implementation of the remedial alternative in accordance with Section 01450 CHEMICAL DATA QUALITY CONTROL and the following.

1.12.1 Perimeter Air Contaminant of Concern

[_____].

1.12.2 Time Averaged Perimeter Action Levels

[_____].
a. Concentration [_____].
b. Time [_____].

1.12.3 Perimeter Sampling/Monitoring Location[s]

[_____].

1.12.4 Monitoring Instruments/Sampling and Analysis Methods

[_____].

1.12.5 Staffing

[_____].

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 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.

3.1.1 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.

3.1.2 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.

3.1.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment

control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. The Contractor's best management practices shall also be in accordance with the Nebraska National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP) which may be reviewed at the Offutt AFB's Environmental Office. Any temporary measures shall be removed after the area has been stabilized.

3.1.4 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.

3.2 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.

3.2.1 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

3.3 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.

3.3.1 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.

3.3.2 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.

3.3.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Nebraska rules.

3.3.4 Burning

Burning shall be prohibited on the Government premises.

3.4 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.4.1 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.

3.4.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.4.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and shall manage and store hazardous waste in accordance with the Installation hazardous waste management plan. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The Contractor shall coordinate the disposition of hazardous waste with the Facility's Hazardous Waste Manager and the Contracting Officer.

3.4.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.

3.4.5 Waste Water

Disposal of waste water shall be as specified below.

a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

b. For discharge of ground water, the Contractor shall obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging. The Contractor shall use air diaphram pumps to extract groundwater and shall process the groundwater through a Contractor supplied oil/water separator and carbon unit(s).

c. Water generated from the flushing of lines after disinfection or

disinfection in conjunction with hydrostatic testing shall be discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator.

3.5 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. .

3.6 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to Offutt Environmental Flight through the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

a. Construction and Demolition (C&D) Debris Disposed = [_____] in cubic yards or tons, as appropriate.

b. Construction and Demolition (C&D) Debris Recycled = [_____] in cubic yards or tons, as appropriate.

c. Total C&D Debris Generated = [_____] in cubic yards or tons, as appropriate.

d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = [_____] in cubic yards or tons, as appropriate.

3.7 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 historical 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. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.9 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor, through the Contracting Officer, shall coordinate with the Installation Pest Management Coordinator (IPMC)Project Pesticide Coordinator (PPC) at the earliest possible time prior to pesticide application. The Contractor shall discuss integrated pest management strategies with the IPMC and receive concurrence from the IPMC through the COR prior to the application of any pesticide associated with these specifications. Installation Project Office Pest Management personnel shall be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. 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.

3.12 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.13 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.

3.14 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

INSTRUCTIONS: FORM 1.0 - GENERAL INFORMATION

1. **COMPANY/FACILITY NAME, STREET ADDRESS, MAILING ADDRESS, CITY STATE, ZIP AND NDEQ FACILITY ID#**: Enter the legal name and address of the company/facility as it is registered to do business in the state of Nebraska. In the case of national corporations, please provide the name and address of the parent corporation along with the name of it's Nebraska site (e.g., International Wrench, Inc., d.b.a. Nebraska Ratchet, etc.). Enter the Facility ID# if known.
2. **COMPANY/FACILITY LOCATION (IF OTHER THAN ABOVE):** For national corporations, please provide the location of the Nebraska site. For portable sources (e.g., asphalt plants, etc.), provide the initial location of where the source will operate within the State.
3. **COUNTY:** Enter the county where the company/facility is located and where the construction will take place. Provide legal description in space provided.
4. **INCORPORATION STATUS:** Indicate whether, or not, the business is incorporated, it's state of incorporation and the name and address of the Nebraska Registered Agent, if applicable.
5. **CONTACT PERSON:** Provide the name, and contact information, of the person to get in touch with in the event the NDEQ has questions concerning the application.
6. **NATURE OF BUSINESS:** Briefly describe the nature of the company/facility business. If manufacturing, indicate the final products produced.
7. **OPERATING SCHEDULE:** Indicate whether, or not, the source is operated seasonally. If so, provide the range in months that the source will be in operation each year (e.g., April-Oct., etc.). The hr/day, days/week, and weeks/year information must be provided in all cases.
8. **THIS APPLICATION IS FOR:** Indicate if the construction will be for a new source, or, if it is a modification or reconstruction of an existing source.
9. **EXISTING SOURCES:** Fill in the year that the source was originally constructed and the date that the construction permit was issued. Indicate (Y=Yes or N=No) if any modification has been made that increased air pollutant emissions. If any modification increased emissions, list the date of the modification, the date the construction permit was issued and provide a general description of the modification.
10. **PROJECTED DATE TO COMMENCE CONSTRUCTION, AND STARTUP:** Enter the projected date for when construction will begin (See Commence Construction definition below) and when the source is expected to begin operation.
11. **DESCRIPTION OF NEW OR MODIFIED PROCESS/EQUIPMENT**: Briefly describe the source operation(s) or facility you propose to construct or modify and indicate whether each proposed action is new construction or a modification of an existing source. Where appropriate include make and model of equipment, and if the equipment is new or used.
12. **ESTIMATED COST OF THE PROJECT/PROJECTED COST OF POLLUTION CONTROL EQUIPMENT**: Enter the estimated cost of the project and the pollution control equipment. This information is required to determine if the project is a modification or reconstruction of an existing source and/or to determine the applicability of emission standards.
13. **APPLICANTS CERTIFICATION STATEMENT:** Each application must include a certification statement indicating that the information contained in the application is true, accurate and complete and be signed by a Responsible Official of the organization that will operate the source, or by a Responsible Official of the organization which owns the source. A Responsible Official can be:
    a) For a corporation:
        i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function; or,
        ii) Any other person who performs similar policy or decision-making functions for the corporation; or,
        iii) A duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit and either:
            a) The facilities employ more than 250 persons or have gross annual sales or expenditures exceeding $25 million (in second quarter 1980 dollars); or,
            b) The delegation of authority to such representatives is approved in advance by the NDEQ.
    b) For a partnership of sole proprietorship:
        i) A general partner or the proprietor, respectively;
    c) For a municipality, State, Federal, or other public agency:
        i) Either a principal executive officer or ranking elected official. For the proposes of this application, the principal executive officer of a Federal agency included the chief executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., a Regional Administrator of EPA); or,
    d) For affected sources:
        i) The designated representative in so far as actions, standards, requirements, or prohibitions under Chapter 26, of Title 129, are concerned; and,
        ii) The designated representative for any other purposed under the Title V program.
14. Please include any additional information available for your proposed processes.

DEFINITIONS (Abbreviated definitions, see Title 129 for full definitions)

- Commence construction - When the owner or operator has all necessary preconstruction approvals and has: 1. Begun, or caused to begin, a continuous program of physical on-site construction; or, 2. Entered into binding agreements or contractual obligations, which cannot be canceled or modified without substantial loss to the owner or operator, to undertake construction of the source.
- Modification - Any physical change in, or change in method of operation of, a facility which increases the amount of any air pollutant.
- Reconstruction - A situation where the fixed capital cost of the new components exceeds 50 percent of the fixed capitol cost of a comparable entirely new facility or source. A reconstructed source will be treated as a new stationary source.

DUPLICATE THIS FORM AS NEEDED

DEPARTMENT OF ENVIRONMENTAL QUALITY
AIR QUALITY SECTION
P.O. BOX 98922
LINCOLN, NE 68509-8922

NDEQ USE ONLY
TRACKING #
NDEQ FACILITY ID #
ASSIGNED TO:

CONSTRUCTION PERMIT APPLICATION
FORM 1.0 - GENERAL INFORMATION

IMPORTANT: INSTRUCTIONS ON BACK OF THIS FORM, PLEASE READ

COMPANY/FACILITY NAME:

COMPANY/FACILITY STREET ADDRESS:

COMPANY/FACILITY MAILING ADDRESS:

COMPANY/FACILITY CITY:	STATE:	ZIP:	NDEQ FACILITY ID #:

COMPANY/FACILITY LOCATION (IF OTHER THAN ABOVE): STREET CITY

COUNTY:	1/4 1/4 SECTION: TOWNSHIP: RANGE:

IS THE BUSINESS INCORPORATED? • YES • NO

IF YES, WHAT IS THE STATE OF INCORPORATION? STATE:_____

IF YES, WHO IS THE RESIDENT AGENT? NAME:_____

STREET_____CITY_____STATE_____ZIP_____

CONTACT PERSON: NAME

PHONE:	FAX:	E-MAIL:

NATURE OF BUSINESS (PRODUCT MFG, POWER GENERATION, ETC.)

OPERATING SCHEDULE; SEASONAL: • YES • NO IF YES, GIVE RANGE:

HR/DAY DAYS/WEEK WEEKS/YEAR

THIS APPLICATION IS FOR:
- CONSTRUCTION OF A NEW SOURCE
- MODIFICATION OR RECONSTRUCTION OF AN EXISTING SOURCE

EXISTING SOURCES: WHAT YEAR WAS THE ORIGINAL FACILITY CONSTRUCTED? _____ DATE PERMITTED? _____

HAVE ANY MODIFICATIONS OCCURRED SINCE JUNE 6, 1972 WHICH INCREASED AIR POLLUTANT(S) EMISSIONS? • Y • N

IF YES, PLEASE PROVIDE A BRIEF SUMMARY OF EACH MODIFICATION BELOW (USE ADDITIONAL SHEETS IF NECESSARY).

DATE	DATE PERMITTED	SUMMARY OF MODIFICATIONS

PROJECTED DATE TO COMMENCE CONSTRUCTION:	PROJECTED DATE OF STARTUP:

DESCRIPTION OF NEW OR MODIFIED PROCESS/EQUIPMENT (PLEASE SUBMIT PLANS AND SPECIFICATIONS INCLUDING ANY EXPLANATORY MATERIALS) (USE ADDITIONAL SHEETS IF NECESSARY)_____

ESTIMATED COST OF PROJECT:	ESTIMATED COST OF POLLUTION CONTROL EQUIPMENT:

APPLICANT'S CERTIFICATION STATEMENT

I CERTIFY, UNDER PENALTY OF LAW, THAT, BASED ON INFORMATION AND BELIEF FORMED AFTER REASONABLE INQUIRY, THE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE, ACCURATE AND COMPLETE. I ALSO CERTIFY THAT THIS APPLICATION INCLUDES FORM CS AND ALL FORMS DENOTED ON FORM CS.

SIGNATURE (SEE BACK FOR SIGNATORY REQUIREMENTS) DATE: MM/DD/YY

TYPED OR PRINTED NAME: TITLE:

DUPLICATE THIS FORM AS NEEDED

FORM 1.1 - PROCESS/FLOW DIAGRAM

COMPANY/FACILITY NAME:_____ DATE:_____
FACILITY ID#: _____

Please provide a Process Diagram (Diagram) in the space below (Use back of this form and additional pages if necessary) or on a separate attached sheet(s). The Diagram is a flow chart that must include all processes, process equipment, stacks, air pollution control equipment, and fuel burning units identified in Forms 2.0 and 3.0, as appropriate. Process numbers and unit numbers must be cross referenced between this Diagram and the above Forms. When finished, this Diagram should show how products and materials (including fuel) flow through each process. Provide an inclusive date that the Diagram is accurate through. If a separate attached sheet(s) is (are) used (e.g., engineering diagrams, etc.), it (they) should be clearly marked as being a replacement for Form 1.1.

DUPLICATE THIS FORM AS NEEDED

FORM 1.1 - PROCESS/FLOW DIAGRAM

ADDITIONAL DIAGRAM SPACE

DUPLICATE THIS FORM AS NEEDED

FORM 1.2 - PLANT LAYOUT DIAGRAM

COMPANY/FACILITY NAME:_____ DATE:_____
FACILITY ID#:

Please provide a curent Plant Layout Diagram (Plant Diagram) in the space below (Use back of this form and additional pages if necessary) or on a separate attached sheet(s). The Plant Diagram must include all stacks/emission points identified in Forms 2.0 and 3.0, as appropriate. Stacks/emission points and unit numbers must be cross referenced between this Plant Diagram and the above Forms. In addition, the Plant Diagram should indicate the heights and locations of all buildings/structures and property boundaries. If a separate attached sheet(s) is (are) used (e.g., engineering diagrams, surveyor's drawing, etc.), it (they) should be clearly marked as being a replacement for Form 1.2.

DUPLICATE THIS FORM AS NEEDED

FORM 1.2 - PLANT LAYOUT DIAGRAM

ADDITIONAL DIAGRAM SPACE

DUPLICATE THIS FORM AS NEEDED

FORM 2.0 - PROCESS INFORMATION

COMPANY/FACILITY NAME:_____ DATE:_____
NDEQ FACILITY ID#: _____

IMPORTANT: INSTRUCTIONS ON BACK OF FORM, PLEASE READ

MATERIAL PROCESS				FINAL PRODUCT	
PROCESS NUMBER	TYPE OF MATERIAL	CAPACITY (LBS/HR)	CAPACITY (TON/YR)	PRODUCT DESCRIPTION	CAPACITY (TON/YR)

EQUIPMENT		INPROCESS FUEL DATA		
PROCESS NUMBER	PROCESS EQUIPMENT USED	TYPE OF FUEL BURNED	CAPACITY (AMT/HOUR)	CAPACITY (AMT/YEAR)

STACK DATA						AIR POLLUTION CONTROL EQUIPMENT		
PROCESS NUMBER	HEIGHT	TOP INSIDE DIAMETER	STACK DISCHARGE	EXIT VELOCITY OF GAS	EXIT TEMP. OF GAS	TYPE CONTROL EQUIPMENT	% EFFI-CIENCY	DATE INSTALLED
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____ N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____ N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____N/U

DUPLICATE THIS FORM AS NEEDED

INSTRUCTIONS: FORM 2.0 - PROCESS INFORMATION

PLEASE SUBMIT ANY ADDITIONAL INFORMATION PERTINENT TO EMISSION CONTROL SUCH AS FLOW RATES, EFFICIENCY OF CONTROL EQUIPMENT, TYPE OF CONTROL EQUIPMENT, OUTPUT LOADING, PERFORMANCE STANDARDS, MANUFACTURERS GUARANTEES, ETC.

FORMS CS, 1.0, 1.1 AND 1.2 MUST BE SUBMITTED WITH THIS FORM

1. Please provide all of the information requested in the application.
2. COMPANY/FACILITY NAME, DATE and NDEQ FACILITY ID#: Enter the legal name of the company/facility as it appears on FORM 1.0, the date of the application and the facility ID# that has been assigned by the NDEQ. If this is a new plant, leave blank.

MATERIAL PROCESSES

3. PROCESS NUMBER: Use the number that this process is known by at this facility. Cross reference with the facility process diagram (FORM 1.1).
4. TYPE OF MATERIAL: Provide the raw material(s) that is(are) used for this process.
5. CAPACITY (lbs/hr): Enter the maximum amount of material that can be fed through this process in pounds per hour.
6. CAPACITY (ton/yr): Enter the total maximum amount of material that can be fed though this process, on an annual basis, in tons per year.

FINAL PRODUCT

7. PRODUCT DESCRIPTION: Provide a brief description of the product that is produced by this process.
8. CAPACITY (ton/year): Enter the total maximum amount of product that can be produced by this process on an annual basis.

EQUIPMENT

9. PROCESS NUMBER: Use the number that this process is known by at this facility. Cross reference with the processes listed above, if applicable, and the facility process diagram (FORM 1.1)
10. PROCESS EQUIPMENT USED: Give a brief description of the equipment that is used in this process. Cross reference the equipment with the facility process diagram (FORM 1.1).

INPROCESS FUEL DATA

11. TYPE OF FUEL BURNED: Enter the fuel used in this process. Enter NA if no fuel is used.
12. CAPACITY (AMT/HOUR): Enter the maximum amount of fuel that can be burned per hour in this process.
13. CAPACITY (AMT/YEAR): Enter the maximum amount of fuel that can burned on an annual basis.

STACK DATA

14. PROCESS NUMBER: Use the number that this process is known by at this facility. Cross reference with the processes listed above, if applicable, and the facility process diagram (FORM 1.1)
15. HEIGHT: Enter the height of the stack in feet.
16. TOP INSIDE DIAMETER: Provide the inside diameter of the stack at the top. If the stack does not have a circular opening, the equivalent diameter must be calculated and provided. The equivalent diameter of a square or rectangular stack can be calculated using the following equation: $\left(d_e = \left\{ \sqrt{\frac{area}{p}} \right\} * 2 \right)$ where d_e = equivalent diameter; *area* = area of the square or rectangle; and p = pi (3.14159).
17. STACK DISCHARGE: Indicate if the stack discharge is vertical, horizontal, or downward and whether a rain cap or other obstruction will be used.
18. EXIT VELOCITY OF GAS: Provide the maximum exit velocity of the gas from the stack in feet per second.
19. EXIT TEMPERATURE OF GAS: Provide the maximum exit temperature of the gas in degrees centigrade.

AIR POLLUTION CONTROL EQUIPMENT

20. TYPE CONTROL EQUIPMENT: Provide the control equipment utilized for this process. Cross reference the control equipment with the processes listed above, if applicable, and the facility process diagram (FORM 1.1).
21. EFFICIENCY: Provide the efficiency of the control equipment utilized for this process (If efficiency is not known, please note paragraph in bold at the top of the page.).
22. DATE INSTALLED: Provide the date the control equipment for this process was installed. Indicate if the equipment was new (N) or used (U) when installed.

DUPLICATE THIS FORM AS NEEDED

FORM 3.0 - FUEL COMBUSTION DATA

COMPANY/FACILITY NAME:_____ DATE:_____
NDEQ FACILITY ID#: _____

IMPORTANT: INSTRUCTIONS ON BACK OF FORM, PLEASE READ.

FUEL BURNING UNIT DATA				FUEL DATA		
UNIT NUMBER	CAPACITY (BTU/HR)	TYPE UNIT*	TYPE FUEL(S) BURNED	CAPACITY (AMT/HOUR)	HRS USED PER YEAR	CAPACITY (AMT/HOUR)
			_____ _____	_____ _____	_____ _____	_____ _____
			_____ _____	_____ _____	_____ _____	_____ _____
			_____ _____	_____ _____	_____ _____	_____ _____
			_____ _____	_____ _____	_____ _____	_____ _____

* Boiler, Turbine, Diesel Engine, Duel Fuel Engine, Dryer, etc.

INSTALLATION DATE: UNIT#_____ DATE_____ UNIT#_____DATE_____
UNIT#_____ DATE_____ UNIT#_____DATE_____

IF BOILER BURNS FUEL OIL, LIST UNIT NUMBERS WHICH ARE:

HORIZONTALLY FIRED_____

TANGENTIALLY FIRED_____

IF COAL IS BURNED, IDENTIFY UNIT NUMBER(S) AND TYPE OF FURNACE:_____
_____
_____

STACK DATA						AIR POLLUTION CONTROL EQUIPMENT		
PROCESS NUMBER	HEIGHT	TOP INSIDE DIAMETER	STACK DISCHARGE	EXIT VELOCITY OF GAS	EXIT TEMP. OF GAS	TYPE CONTROL EQUIPMENT	% EFFI-CIENCY	DATE INSTALLED
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____ N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____ N/U
_____	_____ft	_____ft	_____	_____ft/sec	_____°C	_____	_____%	_____N/U

COAL DATA				FUEL OIL DATA			
%ASH	%SULFUR	HEAT CONTENT	SOURCE	GRADE	%SULFUR	HEAT CONTENT	SOURCE
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

DUPLICATE THIS FORM AS NEEDED

INSTRUCTIONS: FORM 3.0 - FUEL COMBUSTION DATA

PLEASE SUBMIT ANY ADDITIONAL INFORMATION PERTINENT TO EMISSION CONTROL SUCH AS FLOW RATES, EFFICIENCY OF CONTROL EQUIPMENT, TYPE OF CONTROL EQUIPMENT, OUTPUT LOADING, PERFORMANCE STANDARDS, MANUFACTURERS GUARANTEES, ETC.

FORMS CS, 1.0, 1.1 AND 1.2 MUST BE SUBMITTED WITH THIS FORM

1. Please provide all of the information requested in the application.
2. COMPANY/FACILITY NAME, DATE and NDEQ FACILITY ID#: Enter the legal name of the company/facility as it appears on FORM 1.0, the date of the application and the facility ID# that has been assigned by the NDEQ. If this is a new plant, leave blank.

FUEL BURNING UNIT DATA

3. UNIT NUMBER: Enter the unit number as it is known at this facility. Cross reference with the facility process diagram (FORM 1.1).
4. CAPACITY: Enter the maximum capacity of the unit in BTU per hour.
5. TYPE UNIT: Enter the type of unit, i.e., Boiler, Turbine, Diesel Engine, Dual Fuel Engine, Dryer, etc.
6. TYPE FUEL(S) BURNED: Enter the type, or types, of fuel that will be burned by this unit.

FUEL DATA

7. CAPACITY (AMT/HOUR): Enter the maximum amount of fuel that can be burned per hour. Enter the amount for each fuel type.
8. HRS USED PER YEAR: Enter the total number of hours that the unit is used each year.
9. CAPACITY (AMT/YEAR): Enter the total amount of fuel that is consumed on an annual basis.

INSTALLATION DATE

10. For each unit listed provide the date it was installed at this facility.

IF BOILER BURNS FUEL OIL, LIST UNIT NUMBERS WHICH ARE:

11. For each unit that is horizontally fired enter the unit number in the appropriate space. For each unit that is tangentially fired enter the unit number in the appropriate space.

IF COAL IS BURNED, IDENTIFY UNIT NUMBER(S) AND TYPE OF FURNACE

12. List each unit that burns coal and provide the type of furnace that is being used.

STACK DATA

13. PROCESS NUMBER: Use the number that this process is known by at this facility. Cross reference with the processes listed above, if applicable, and the facility process diagram (FORM 1.1)
14. HEIGHT: Enter the height of the stack in feet.
15. TOP INSIDE DIAMETER: Provide the inside diameter of the stack at the top. If the stack does not have a circular opening, the equivalent diameter must be calculated and provided. The equivalent diameter of a square or rectangular stack can be calculated using the following equation: $\left(d_e = \left\{ \sqrt{\frac{area}{p}} \right\} * 2 \right)$ where d_e = diameter; $area$ = area of the square or rectangle; and p = pi (3.14159).
16. STACK DISCHARGE: Indicate if the stack discharge is vertical, horizontal, or downward and whether a rain cap or other obstruction will be used.
17. EXIT VELOCITY OF GAS: Provide the maximum exit velocity of the gas from the stack in feet per second.
18. EXIT TEMPERATURE OF GAS: Provide the maximum exit temperature of the gas in degrees centigrade.

AIR POLLUTION CONTROL EQUIPMENT

19. TYPE CONTROL EQUIPMENT: Provide the control equipment utilized for this process. Cross reference with the processes listed above, if applicable, and the facility process diagram (FORM 1.1).
20. % EFFICIENCY: Provide the efficiency of the control equipment utilized for this process (If efficiency is not known, please note paragraph in bold at the top of the page.).
21. DATE INSTALLED: Provide the date the control equipment for this process was installed. Indicate if the equipment was new (N) or used (U) when installed.

COAL DATA

22. %ASH: Enter the percent by weight of ash in the coal.
23. %SULFUR: Enter the percent by weight of sulfur in the coal with appropriate units of measure.
24. HEAT CONTENT: Enter the heat content of the coal.
25. SOURCE: Enter where the coal came from.

FUEL OIL DATA

26. GRADE: Enter the grade of the of fuel oil being burned e.g., #1 Fuel oil, #2 Fuel oil, etc.
27. %SULFUR: Enter the percent by weight of sulfur in the fuel with appropriate units of measure.
28. HEAT CONTENT: Enter the heat content of the fuel.
29. SOURCE: Enter where the fuel came from.

DUPLICATE THIS FORM AS NEEDED

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

11/01

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES
11/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 448	(1998) Sizes of Aggregate for Road and Bridge Construction
ASTM D 4873	(2001) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 288	(2000) Geotextile for Highway Applications

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01355A ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit specified in Section 01562 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not haveing a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Mill Certificate or Affidavit

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described in the Storm Water Pollution Prevention Plans (SWPPP) attached to Section 01562 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

1.4.1 Stabilization Practices

The stabilization practices to be implemented may include temporary seeding, mulching, sod stabilization, vegetative buffer strips, erosion control blankets, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated.

1.4.1.1 Permanent Seeding

Disturbed areas of the site where construction activities permanently ceases shall be stabilized with permanent seeding no more than 14 days after the construction activity ceases, except as follows. When the initiation of permanent seeding is stopped due to snow cover or arid conditions, permanent seeding shall be initiated as soon as practicable.

1.4.1.2 Temporary Seeding and Mulching

Areas where construction activities will temporarily cease for more than one year shall be temporarily seeded and mulched. Disturbed areas of the site where construction activities temporarily cease for more than 21 days and less than one year shall be stabilized with either temporary seeding and mulching or mulching not more than 14 days after construction activity ceases, except as follows. When the initiation of temporary stabilization measures is stopped due to snow cover or arid conditions, stabilization measures shall be initiated as soon as practicable.

1.4.1.3 Erosion Control Blankets

Erosion control blanket may be installed on steep slopes and in drainage swales and ditches to protect finished grades from erosion.

1.4.2 Temporary Structural Practices

Temporary structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Temporary structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Temporary structural practices shall include but not be limited to the following devices.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fence barriers shall be installed along the down slope boundary of all disturbed areas prior to begining land-distrubing activities in those areas. Silt fence barriers may be installed across ditches or swales but not where the drainage area is greater than 1 acre. Removal of silt fence barriers shall be approved by the Contracting Officer.

1.4.2.2 Storm Drain Inlet Protection

Storm drain inlet protection shall be installed at each new and existing inlet which receives storm runoff from disturbed areas of 1 acre of less.

The protection at each inlet shall be removed once the disturbed area has been finally stabilized.

1.4.2.3 Culvert Inlet Protection

Culvert inlet protection shall be installed at all culverts with a drainage area of 1 acre or less.

1.4.2.4 Rock Check Dams

Rock check dams may be used to reduce erosion of temporary or permanent ditches or swales. Type 1 rock check dams shall be used when the upstream drainage area is less than 2 acres. Type 2 rock check dams shall be used when the upstream area is 2 to 10 acres.

1.4.2.5 Stone Construction Entrance

A stone construction entrance shall be constructed wherever traffic will be leaving the construction site and move directly onto a paved road. Stone construction entrances shall be removed after the site has been finally stabilized.

1.4.2.6 Sediment Trap

Sediment traps may be constructed below disturbed areas where the total contributing drainage area is less than 3 acres. Sediment traps, when used, should be constructed prior to disturbance of upslope areas. Sediment traps must have an initial storage volume of 134 cubic yards per acre of drainage area, half of which shall be in the form of a permanent pool or wet storage to provide a stable settling medium. The remaining half shall be in the form of a drawdown or dry storage which will provide extended settling time during less frequent, larger storm events.

1.4.2.7 Diversion Dikes

Diversion dikes may be constructed to divert runoff from upslope drainage areas away from unprotected disturbed areas and slopes to a stabiilized outlet or to divert sediment-laden runoff from a disturbed area to a sediment-trapping facility such as a sediment trap or sediment basin. Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Geotextile

The geotextile shall comply with the requirements of AASHTO M 288 for temporary silt fence.

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall

have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the geotextile and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile.

2.1.4 Identification Storage and Handling

Geotextile shall be identified, stored and handled in accordance with ASTM D 4873.

2.1.5 Support Mesh

Support mesh shall be 14-1/2 gage or heavier steel wire with a mesh spacing of 6 by 6 inch or a prefabricated polymeric mesh of equivalent strength.

2.2 Erosion Control Blankets

Erosion control blankets shall be a machine-produced mat with a biodegradable agricultural straw matrix (approximately 0.50 lb/sq yd) and photodegradable netting on each side. The blanket shall be sewn together with degradable thread. Installation staple patterns shall be clearly marked on the erosion control blanket with environmentally safe paint.

2.3 COMPONENTS FOR SEDIMENT TRAP

Coarse aggregate shall conform to ASTM D 448, Size 3, 357, or 5. Minor variations from the gradations specified will be permitted. Stone for riprap shall consist of field stone or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on exposure to water or weathering. The specific gravity of individual stones shall be at least 2.5. Riprap stones shall weigh between 50 and 150 pounds each, except that approximately 10 percent may weigh 50 pounds or less. At least 60 percent shall weight more than 100 pounds. Geotextile shall conform to paragraph GEOTEXTILES.

2.4 COMPONENTS FOR INLET PROTECTION

Aggregates for gravel filter should be sized to get the greatest amount of filtering action possible (by using smaller-sized stone), while not creating significant ponding problems.

2.5 STONE CONSTRUCTION ENTRANCE

Aggregate for construction entrance shall conform to ASTM D 448, Size 1. Minor variations from the gradation specified will be permitted. Geotextile shall conform to paragraph GEOTEXTILES.

2.6 ROCK CHECK DAMS

Coarse aggregate shall conform to ASTM D 448 size number 1 or approved equal. Riprap shall consist of field stone or rough unhewn quarry stone of approximately rectangular shape. Riprap shall be hard and angular. The specific gravity of individual stones shall be at least 2.5. Concrete rubble may be used provided it has a density of at least 150 pcf. Individual stones shall have a weight of 50 to 150 lbs except that a maximum of 10 percent of stone may weigh less than 50 lbs. At least 60 percent of stones shall weigh more than 100 lbs.

2.7 GEOTEXTILES

Geotextile for other than silt fence shall comply with the requirements of AASHTO M 288 for a separation geotextile.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 6 inches wide and 8 inches deep on the upslope side of the location of the silt fence. The 6-inch by 8-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 Sediment Trap

The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and root mat. Fill material for the embankment shall be placed in accordance with Section 02210 GRADING. A geotextile shall be placed between the riprap and subgrade.

3.3 Stone Construction Entrance

The area of the entrance shall be cleared of all vegatation, roots, and other objectionable material. The aggregate layer shall have a minimum total thickness of 6 inches. A geotextile shall be placed beneath aggregate for the full width and length of the entrance. A minimum of 3 inches of the aggregate shall be placed in a cut section to provide stability and secure the geotextile. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the stone, then the tires of the vehicles shall be washed before entering the road. Wash water must be carried away from the entrance to an approved settling area to remove sediment. A wash rack may also be installed for washing of vehicles.

3.4 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures

and other protective measures. Maintenance of protective measures shall conform to the requirements in the SWPPP.

3.4.1 Silt Fences

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02921 SEEDING.

3.4.2 Storm Drain Inlet Protection

Inlet protection structures shall be inspected after each rainfall and repairs made as needed. Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design depth.

3.4.3 Rock Check Dams

Check dams should be checked for sediment after each runoff-producing sotrm event. Sediment should be removed when it reaches one half the original height of the measure.

3.4.4 Stone Construction Entrance

Stone construction entrances shall be maintained in a conditon which will prevent tracking or flow of mud onto paved roads. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.

3.4.5 Sediment Traps

Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design volume of the wet storage. Filter stone shall be regularly checked to ensure that filtration performance is maintained. Stone choked with sediment shall be removed and cleaned or replaced. The structure should be inspected regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipement. The height of the stone outlet should be inspected to ensure that its center is a least 1 foot below the top of the embankment.

3.4.6 Diversion Dikes

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in

accordance with Section 02921 SEEDING.

3.5 INSPECTIONS

3.5.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month. Inspection of protective measures shall conform to the requirements in the SWPPP.

3.5.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.5.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention measures, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT.

-- End of Section --

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION AND RENOVATION

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION AND RENOVATION
05/00 Rev 02/03

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 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction
40 CFR 61	National Emissions Standards for Hazardous Air Pollutants
40 CFR 763	Asbestos

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996 and Changes) Safety and Health Requirements Manual

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 84-100	(1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

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. This section also includes guidelines for demolition and renovation of structures that contain nonfriable (i.e. NESHAP Category I) asbestos that is to be demolished or renovated with these materials in place. 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.

1.2.2 Description of Work

Renovation of Hangar will require the removal of asbestos containing material in accordance with specification 13280A: ASBESTOS ABATEMENT and for light ballast in accordance with specification 13286N: HANDLING OF LIGHTING BALLASTS AND LAMPS CONTAINING PCBs AND MERCURY.

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:

Administrative Submittals

Accident Prevention Plan

The written site-specific Accident Prevention Plan including sections for asbestos and the handling of light ballast.

Respiratory Protection Program; G-AO.

Records of the respirator program.

SD-06 Test Reports

Exposure Assessment and Air Monitoring; G-AO.

Initial exposure assessments, negative exposure assessments, air-monitoring results and documentation.

SD-07 Certificates

Qualifications; G-AO.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work. Include copies of 4.

a. Current AHERA Accreditation certificates, per AHERA Regulation 40 CFR 763, Appendix C to Subpart E, for each worker or supervisor; Current State and Local supervisor and worker accreditation certificates.

b. Laboratory Qualifications and Certificates

Training Program;

A copy of the written project site-specific training material as indicated in 29 CFR 1926, Section .1101 that will be used to train onsite employees.

The training document shall be signed by the Contractor's Competent Person.

Medical Requirements.

Physician's written opinion.

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 and shall include, as a separate section an asbestos safety plan as described in Paragraph: Safety Plans. The Contractor's accident prevention plan shall also 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 RADIOLOGICAL EQUIPMENT

In addition to any applicable Nuclear Regulatory Commission, state, local, or other federal licenses or permits, and in accordance with requirements

of EM 385-1-1, Safety and Health Requirement Manual, the Contractor is required to obtain a service permit to use, store, operate, or handle a radiation producing machine or radioactive materials on a Department of Defense (DOD) Installation. The service permit shall be obtained from the appropriate U.S. Army or U.S. Air Force Command through the Contracting Officer's representative. The Contractor should notify the Contracting Officer during the prework conference if a radiation producing device will be utilized on a DOD Installation in order to determine the permit application requirements, and allow a lead time of 45 days for obtaining a permit.

1.7 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

1.7.1 Definitions

As used in this clause-

a. "Landing areas" means:

(1) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(2) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway.

(3) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(4) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

b. "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(1) The "approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(a) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane become horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(b) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(2) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(3) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(a) The inclined plane in each case begins at the edge of the surface.

(b) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the-

(i) Inner horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation); or

(ii) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(4) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

1.7.2 General

a. The Contractor shall comply with the requirements of this clause while-

(1) Operating all ground equipment (mobile or stationary);

(2) Placing all materials; and

(3) Performing all work, upon and around all airfields.

b. The requirements of this clause are in addition to any other safety requirements of this contract.

1.7.3 The Contractor shall

a. Report to the Contracting Officer before initiating any work;

b. Notify the Contracting Officer of proposed changes to locations and operations;

c. Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is-

(1) Closed by order of the Contracting Officer; and

(2) Marked as provided in paragraph 1.6.4 (2) of this clause;

d. Keep all paved surfaces, such as runways, taxiways, and

hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

e. Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations-

(1) Approved by the Contracting Officer;

(2) At a distance of at least 750 feet from the runway centerline, plus any additional distance, and

(3) Necessary to ensure compliance with the other provisions of this clause; and

f. Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

1.7.4 Landing Areas

The Contractor shall:

a. Place nothing upon the landing areas without the authorization of the Contracting Officer;

b. Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

c. Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any land area, unless the landing area is marked as hazardous in accordance with paragraph 1.6.4 (2) of this clause;

d. Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

e. Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph 1.6.4 (2) of this clause; and

f. Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

1.7.5 Safety Precaution Areas

The Contractor shall:

a. Place nothing upon the safety precaution areas without authorization of the Contracting Officer.

b. Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day,

and electric, battery-operated, low-intensity red flasher lights by night.

c. Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface. (DFAR 252.236-7005)

1.8 SPECIAL SAFETY REQUIREMENTS OF THE BASE

1.8.1 Equipment Notification for Crane Usage

The Contractor shall notify the Contracting Officer (60) days prior to the arrival of any equipment over twenty (20) feet high for operation at the Base. The request for permission to operate will be granted for a specific duration. Permission to operate will only cover the initial duration requested by the Contractor. If the equipment/crane is needed at a later date there will have to be another notification and approval through the Base.

1.9 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.

1.10 ASBESTOS AND LEAD PAINT

1.10.1 Safety Plans

The accident prevention plan shall contain distinct sections entitled Lead Safety Plan and Asbestos Safety Plan. Each section will address the following topics: qualifications of the competent person, laboratory qualifications, personal air monitoring, exposure assessment, work practices for specific Class II asbestos activities, engineering controls to reduce exposure, personal protection equipment, respiratory protection program, hygiene facilities and practices, medical surveillance, employee training, housekeeping, and waste containerization, labeling and disposal,

1.10.2 Safety and Health Oversight

Work which may expose personnel to asbestos shall be supervised by a Competent Person as defined in 29 CFR 1926.1101 and 29 CFR 1926.62 and as required in paragraph: Qualifications of this section. The Competent Person shall be able to identify existing and predictable asbestos hazards and shall have the authority to take corrective measures to eliminate them. Personal air monitoring shall be overseen by the Competent Person.

1.10.3 Qualifications

1.10.3.1 Competent Person

a. Asbestos

The Contractor's full-time onsite Competent Person shall meet the competent person requirements of 29 CFR 1926 Section .1101 and shall have completed the EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C. The Competent Person shall be experienced in the administration and supervision of

asbestos abatement projects, including exposure assessment and monitoring, work practices, protective measures for personnel, setting up and inspecting asbestos abatement work areas, ACM generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, site safety and health requirements, etc. and have had a minimum of 2 years on-the-job experience.

b. Not Used

1.10.3.2 Testing Laboratory

a. Asbestos

The Contractor shall provide the name, address and telephone number of the independent testing laboratory selected to perform the sample analyses and report the results. The testing laboratory shall be completely independent from the Contractor as recognized by federal, state or local regulations. Written verification, signed by the testing laboratory principal and the Contractor, that the laboratory is fully equipped and proficient in conducting PCM of airborne samples using the methods specified by 29 CFR 1926, Section .1101, OSHA method ID-160, and the most current version of NIOSH Pub No. 84-100 Method 7400. Evidence that the laboratory is currently judged proficient (classified as acceptable) in counting airborne asbestos samples by PCM by successful participation in each of the last 4 rounds in the American Industrial Hygiene Association (AIHA) shall be submitted.

b. Not Used

1.10.4 Exposure Assessment

1.10.4.1 Asbestos

a. Initial Exposure Assessment

The Contractor's Competent Person shall conduct an exposure assessment immediately before or at the initiation of an asbestos abatement operation to ascertain expected exposures during that operation. The assessment shall be completed in time to comply with the requirements which are triggered by exposure data or the lack of a negative exposure assessment, and to provide information necessary to assure that all control systems planned are appropriate for that operation. The assessment shall take into consideration both the monitoring results and all observations, information or calculations which indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the Contractor which indicate the levels of airborne asbestos likely to be encountered on the job.

b. Negative Exposure Assessment

The Contractor may provide a negative exposure assessment for the specific asbestos job covered by this Specification Section. When provided, the Negative Exposure Assessment shall be based on one or more of the following criteria:

(1) Objective Data: Objective data demonstrating that the product or

material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the PEL-TWA and PEL-Excursion Limit under those work conditions having the greatest potential for releasing asbestos.

(2) Prior Asbestos Jobs: Where the Contractor has monitored prior asbestos jobs for the PEL and the PEL-Excursion Limit within 12 months of the current job, the monitoring and analysis were performed in compliance with asbestos standard in effect; the data were obtained during work operations conducted under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations; the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job; and these data show that under the conditions prevailing and which will prevail in the current workplace, there is a high degree of certainty that the monitoring covered exposure from employee exposures will not exceed the PEL-TWA and PEL-Excursion Limit.

(3) Initial Exposure Monitoring: The results of initial exposure monitoring of the current job, made from breathing zone air samples that are representative of the 8-hour PEL-TWA and 30-minute short-term exposures of each employee. The monitoring covered exposure from operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

1.10.4.2 Not Used

1.10.5 Employee Protection

Until monitoring results are received which document that the employee is not exposed above the action level for asbestos , the Contractor shall implement employee protective measures as listed below:

1.10.5.1 Respiratory Protection Program

A respiratory protection program shall be established as required by 29 CFR 1926 Section .103, .1101 and .62 and in accordance with 29 CFR 1910 Section .134. A NIOSH-approved respirator and cartridges appropriate to the job, as determined by the Competent Person, shall be furnished to each employee and visitor potentially exposed to airborne asbestos . A fit test shall be conducted in accordance with applicable sections of 29 CFR 1926.

1.10.5.2 Protective Equipment

The Contractor shall furnish, at no cost to personnel, equipment/clothing for protection from airborne and waterborne asbestos and LBP debris. An adequate supply of disposable full-body coveralls, steel toe/shank boots with nonskid soles or impermeable work boot covers, gloves, hard hats and eye protection shall be worn by workers in regulated work areas. Employees shall be instructed in appropriate practices for donning and removing protective equipment. Protective clothing and equipment shall not be removed from the work site at any time.

1.10.5.3 Decontamination Areas

The employer shall establish a decontamination area that is adjacent to the regulated area for the decontamination of employees and their equipment

which is contaminated with asbestos. The decontamination area shall be a designated area shall be covered by an impermeable drop cloth and shall be of sufficient size to accommodate cleaning of equipment and for removing personal protective equipment without spreading contamination beyond the area. The decontamination area shall be established in a manner such that employees must enter and exit the decontamination area through the equipment drop area. Work clothing, must be HEPA vacuumed before it is removed. Equipment and other surfaces shall be cleaned prior to removing the items from the decontamination area. To prevent cross-contamination, the employer shall provide storage facilities for protective work clothing and equipment that are segregated from storage areas for street clothes and non-contaminated equipment. The employer shall also assure that employees do not leave the workplace wearing any protective clothing or equipment that is required to be worn during the work shift.

1.10.5.4 Handwashing Facilities

The employer shall provide adequate handwashing facilities for use by employees in accordance with 29 CFR 1926.51(f) and shall assure that employees wash their hands and face at the end of the work-shift.

1.10.5.5 Medical Surveillance

a. Asbestos

Before being exposed to airborne asbestos fibers, workers shall be provided with a medical examination as required by 29 CFR 1926, Section .1101(m) and other pertinent state or local requirements. This requirement shall have been satisfied within the last 12 months. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. X-ray films of asbestos workers shall be identified to the consulting radiologist and medical record jackets shall be marked with the word "asbestos."

b. Not Used

1.10.5.6 Training

a. Asbestos

Workers conducting Class II asbestos work shall be provided training prior to the time of job assignment and, at least, annually. Training shall include, at a minimum the elements specified in 29 CFR 1926 Section .1101(k)(9)"Employee Information and Training".

b. Not Used

1.10.6 Engineering Controls

Engineering controls shall be employed to maintain the integrity of the asbestos material and to minimize the potential for release of asbestos fibers . Asbestos-containing materials shall not be cut, ground, abraded or handled in any other manner that may render the material friable as described in 40 CFR 61, Subpart M and OSHA 29 CFR 1926.1101. The contractor shall describe proposed engineering control methods and practices in the asbestos safety portions of the accident prevention plan.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01451A

CONTRACTOR QUALITY CONTROL
1/03; Omaha Revision 2/03

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 REQUIREMENTS

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

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, tests, 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.

3.2.1 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 approved by the Contracting Officer shall be used.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 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.

3.2.3 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 Personnel Requirements

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, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member. Other technical specifications may specify individuals for maintaining quality control for specific areas of work. These individuals shall be under the direction of the CQC System Manager.

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". 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	(319) 753-1386
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 $50 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, if needed, 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 the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. 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.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 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 Resident or Area (as directed) Office.

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 Resident or Area (as directed) Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the 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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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01562

(NEBRASKA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

08/99

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SECTION 01562

(NEBRASKA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES
08/99

PART 1 GENERAL

Attachments: Copy of the "Authorization To Discharge Under The State Of Nebraska
National Pollutant Discharge Elimination System (NPDES)
NPDES Permit Number NER100000

1.1 REFERENCES (NOT APPLICABLE)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-05 Design Data

Notice of Intent

Notice of Start-up of Construction Activity

Storm Water Pollution Prevention Plan

Notice of Completion of Construction Activity

SD-06 Test Reports

Records

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 State Of Nebraska National Pollutant Discharge Elimination System (NPDES)", Permit No. NER100000, for storm water discharges from construction sites. The Contractor shall be considered the "permittee". All submissions to the state shall be by certified mail. Copies of the return receipt for each submission shall be included with the submittal to the Contracting Officer's Representative (COR). The project site is not located in designated critical habitat and there are no known "listed species" located in the project area.

3.2 IMPLEMENTATION

3.2.1 Notice of Intent

The Contractor shall complete and submit a Notice of Intent (NOI) in accordance with NPDES Permit No. NER100000. A copy of the submitted NOI shall be furnished to the COR at least 10 calendar days prior to the commencement of construction activities.

3.2.2 Notice of Start-up of Construction Activity

The Contractor shall complete and submit a Notice of Start-up of Construction Activity in accordance with NPDES Permit No. NER100000. A copy of the submitted Notice of Start-up of Construction Activity shall be furnished to the COR not more than 10 calendar days after commencement of construction activities.

3.2.3 Storm Water Pollution Prevention Plan

The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with NPDES Permit No. NER100000. Any temporary or permanent erosion and sedimentation control measures shown on the drawings shall be incorporated into the Contractor's SWPPP. A copy of the SWPPP shall be submitted to the COR at least 10 calendar days prior to the commencement of construction activities. Copies of all revisions to the SWPPP shall also be submitted.

3.2.4 Inspections and Record Keeping

The Contractor shall be responsible for all inspections, maintenance, and record keeping required under the NPDES Permit No. NER100000. Copies of all inspection and maintenance records shall be furnished to the COR.

3.2.5 Notice of Completion of Construction Activity

The Contractor shall complete and submit a Notice of Completion of Construction Activity in accordance with NPDES Permit No. NER100000. A copy of the submitted Notice of Start-up of Construction Activity shall be furnished to the COR not more than 10 calendar days after submission to the State.

3.2.6 Renotification

If the current permit expires prior to completion of construction, the Contractor shall apply for a reissuance of NPDES Permit No. NER100000. A copy of all submissions to the State shall be furnished to the COR.

-- End of Section --

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STATE OF NEBRASKA

E. Benjamin Nelson
Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY
Randolph Wood
Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186

AUTHORIZATION TO DISCHARGE UNDER THE STATE OF NEBRASKA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

NPDES Permit Number NER100000

A general NPDES permit for
storm water discharges from construction sites
to waters of the State of Nebraska

In compliance with the provisions of the Federal Water Pollution Control Act (33 U.S.C. Secs. 1251 et. seq. as amended to date), the Nebraska Environmental Protection Act (Neb. Rev. Stat. Secs. 81-1501 et. seq. as amended to date), and the Rules and Regulations promulgated pursuant to these Acts, the Nebraska Department of Environmental Quality is hereby issuing this general permit authorizing the discharge of pollutants to waters of the State. This general permit establishes prohibitions, limitations and other conditions pertaining to these discharges. This general permit does not relieve permittees of other duties and responsibilities under the Nebraska Environmental Protection Act, as amended, or established by regulations promulgated pursuant thereto.

This permit shall become effective on August 1, 1997.

This permit and the authorization to discharge shall expire at midnight, July 31, 2002.

Pursuant to the Delegation Memorandum dated January 30, 1995 and signed by the Director, the undersigned hereby executes this document on behalf of the Director.

Signed this 9th day of July, 1997

Patrick W. Rice

Patrick W. Rice, Assistant Director

An Equal Opportunity/Affirmative Action Employer

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ATTACHMENTS

Notification of Intent (NPDES Form CSW-NOI)
Storm Event Monitoring Report Form (NPDES Form SW-SEMR)
Project Start-up Notification Form (NPDES Form CSW-START)
Project Completion Notification Form (NPDES Form CSW-END)

B. APPLICABILITY

1. Discharges Authorized by this Permit

   a. Contingent upon the "Notification and Discharge Authorization Procedures" set forth in Section C, this permit authorizes the discharge of storm water from construction or development sites where clearing, grading or excavation is conducted on an area of 5 acres or more as part of a common plan of development or sale (i.e., industrial facilities identified in subparagraph "x" of the definition of "storm water discharges associated with industrial activity" as defined in NDEQ Title 119 - Rules and Regulations Pertaining to the Issuance of Permits Under the National Pollutant Discharge Elimination System).

   b. This permit may also be used to authorize the discharge of storm water from other construction or development sites subject to clearing, grading or excavation that the Director feels require a permit pursuant to Chapter 2 001.06D of NDEQ Title 119. In these instances, written discharge authorization is required (See Sections C.4.a and C.4.h).

2. Area of Application

   This permit has application throughout the State of Nebraska.

   Special authorization procedures apply to sites where discharges to certain State Resource Waters and public drinking water supplies are proposed. These waters are identified in Appendix B and the discharge authorization procedures are described in Section C.4.e.

3. Limitations on Coverage

   This permit does not authorize the following types of storm water discharges:

   a. those regulated by an existing NPDES permit,

   b. those for which storm water effluent guideline limitations apply,

   c. those the Director has determined to have reasonable potential to violate a surface or ground water quality standard,

   d. those adversely effecting a listed endangered or threatened species or its critical habitat,

   e. those from an operating landfill, or

   f. those which the Director determines would be more effectively regulated with a site specific, area specific or a basin specific permit.

4. Period of Coverage

   a. Coverage shall commence at the time discharge authorization is granted (See Section C.4) and shall continue for a period lasting at least 180 days after the site has been stabilized with perennial seeding, paving, rock or other permanent protective cover on 95% or more of the site.

   b. The Department can extend coverage under the permit beyond the time period specified in Section B.4.a above if excessive erosion problems remain at the site.

5. Sites Authorized Under the Previous General Permit

   Sites authorized to discharge under the previously issued NPDES General Permit (i.e., NPDES Permit Number NER100000; Effective Date July 1, 1994; Expiration Date May 26, 1997) shall have authorization to discharge under this permit subject to the terms and conditions set forth below (i.e., Sections B.5.a through B.5.c).

   a. Sites authorized to discharge under the previous permit shall be considered in compliance with this permit for a period of up to 180 days after the effective date of this permit, provided the permittee complies with all of the terms and conditions of the previous general permit. If a project site can not be completed and stabilized within this 180 day time period, the permittee shall file a Notice of intent as required in Sections C.1 and C.2 of this permit, and ensure their Storm Water Pollution Prevention Plan is in compliance with Section D of this permit.

   b. The provisions of Section B.5.a are site specific and do not necessarily extend to permittees that may have been authorized to discharge from more than one site under the previous permit (i.e., the permittee must obtain site specific written approval for coverage of a site under the previously issued permit for Section B.5.a.).

   c. Section B.4.b applies to sites previously authorized to discharge under the previous permit (i.e., the Department can extend coverage under this permit if excessive erosion problems remain at the site). If the period of coverage is extended, the permittee may be required to submit a Notice of Intent as set forth in Section B.5.a.

C. NOTIFICATION AND DISCHARGE AUTHORIZATION PROCEDURES

1. Submission of Initial Notification.

   Authorization to discharge under this general may be applied for by submitting a Notice of Intent (NOI) using NPDES form CSW-NOI, or an equivalent format approved by the Department. NPDES form CSW-NOI can be obtained by contacting the Nebraska Department of Environmental Quality. The address and telephone number current at the time of permit issuance are provided below.

   Permits and Compliance Section
   Nebraska Department of Environmental Quality
   P.O. Box 98922
   1200 N Street, The Atrium, Suite 400
   Lincoln, Nebraska 68509-8922
   Telephone (402) 471-4239

2. Contents of the Notice of Intent.

   Appendix C contains the description of the information required to be submitted in the NOI.

3. Additional Notification Requirements that Apply to Some Sites

   a. The Department may request additional information from the source:

      i. to facilitate the review of the NOI;

      ii. to finalize a determination related to the granting of a discharge authorization; or

      iii. to determine whether a site specific, area specific or a basin specific permit application may be required.

   b. When storm water is discharged through a large or medium municipal separate storm sewer system, applicants shall concurrently submit a copy of NPDES form CSW-NOI (or other appropriate notification form) to the operator of the municipal separate storm sewer system through which they discharge. (A large or medium municipal separate storm sewer system is defined as a system located in an incorporated city with a population of 100,000 or more. This includes the cities of Lincoln and Omaha.)

   c. Other government agencies (e.g., the US Army Corps of Engineers, Local City/County Government, or the local Natural Resource District) may have additional notification requirements. Submittal of the NPDES form CSW-NOI does not relieve the applicant of responsibility to comply with the requirements of other government agencies.

4. Authorization to Discharge

   a. Except as provided in Sections C.4.b through C.4.i, C.5 or C.6, discharge authorization is granted 7 days after the Department receives the complete NOI. Discharge authorizations are limited to the location(s) identified in the NOI.

   b. The Department may act to grant an applicant authorization to discharge at any time following the receipt of a completed NOI by providing a written notification to the permittee (e.g., prior to end of the 7 day review period specified in Section C.4.a).

   c. If the Department requires additional information to be submitted as part of the NOI process, authorization to discharge can not be granted until after the additional information is received, or until the issue prompting the request is resolved. The 7 day period specified in Section C.4.a, restarts each time additional information is received by the Department.

   d. The Department may extend the 7 day authorization period set forth in Section C.4.a and C.4.c. The applicant shall be notified of the extension within 7 days after the application is received by the Department. The initial notification may be made verbally.

   e. Written discharge authorization from the Department is required for discharges to the State Resource Waters and Public Drinking Water Supplies identified in Appendix B.

   f. The Department may deny authorization to discharge under the terms and conditions of this permit by providing the applicant with a written notice of the denial and an explanation of the basis for the determination.

   g. The Department may require the submittal of an application for a site specific or an NOI for an alternative general permit. The Department shall provide an explanation of the basis for any such request.

   h. If authorization to discharge under the conditions of this permit is sought pursuant to the Director's decision to require NPDES discharge authorization pursuant to Chapter 2 001.06D of NDEQ Title 119, written discharge authorization is required (See Applicability, Section B.1.b).

   i. All permittees must meet the requirements set forth in Section B of this permit. Failure to do so shall negate any authorization to discharge granted pursuant to this subsection (i.e., Section C.4).

5. Revocation of Discharge Authorization

   The Director may revoke a permittee's authorization to discharge under the terms and conditions of this permit for any of the following:

   a. the discharge has a reasonable potential to violate a surface or ground water quality standard;

   b. the discharge is adversely affecting a listed endangered or threatened species or its critical habitat; and

c. a permittee fails to submit an alternative permit application requested pursuant to Section C.6.

6. Requiring an Alternative Permit and Application

a. The Director may require any person authorized to discharge under the terms and conditions of this permit to apply for and obtain either a site specific NPDES permit or an alternative NPDES general permit. A written notice that an alternative permit application is required shall be provided by the Department. This notice shall include:

i. a brief explanation of the basis for the determination;

ii. an application or NOI form for the alternative permit; and

iii. a deadline for submitting the application for the alternative permit.

The Director may grant additional time for the submittal of the alternative application following the initial notice described above.

b. Conditions that may constitute a basis for requesting an alternative application include, but are not limited to:

i. the discharge is a significant contributor of pollution;

ii. the discharger is not in compliance with the terms and conditions of the permit;

iii. additional pollution control or prevention technology have become available;

iv. the promulgation of new effluent limitations that apply to the source;

v. the approval of a water quality management plan containing requirements applicable to the source;

vi. the identification of conditions or pollutant sources not previously recognized; and

vii. the issuance of an alternative general permit that applies to the discharge.

c. Authorization to discharge under the terms and conditions of this permit shall be terminated upon the issuance of the alternative permit or the granting of discharge authorization under another alternative general permit.

7. Notification of Project Start-up and Completion

The permittee shall notify the Department in writing of project start-up and completion as set forth below. Notification forms are included as an attachment to this permit.

a. The permittee shall provide the Department with written notification of the start of construction activities not later than 7 days after construction begins. If activities commence within 30 days of the date submitted on or with the NOI, further start-up notification is not required.

b. The permittee shall notify the Department in writing within 30 days after the site is 95% stabilized, and provide a proposed date for termination of coverage under the permit (See Section B.4: coverage under the permit continues at least 6 months after the site has been stabilized.).

c. Public road maintenance and construction activities are exempt from these start-up and completion reporting requirements provided a planned schedule of activities is submitted at least annually as an attachment to the CSW-NOI form. Other permittees that carrying out routine maintenance and construction activities on utility and transportation right-of-ways may be granted a similar exemption on a case-by-case basis.

D. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1. General

a. The permittee shall develop and implement a SWPPP to:

i. minimize erosion on disturbed areas;

ii. minimize the discharge of sediment and other pollutants in storm water runoff; and

iii. maintain compliance with the requirements of this permit.

b. The SWPPP shall be implemented either prior to or concurrent with the initiation of construction activity. SWPPP activities shall be maintained throughout the period of coverage under this permit as set forth in Section B.4.

c. An updated copy of the SWPPP shall be available on-site at all times that work is being performed. The persons and/or subcontractors responsible for carrying out duties pursuant to the SWPPP shall be properly trained and kept informed of their responsibilities.

d. The permittee shall make the SWPPP available for review by the Director or an authorized representative during any on-site inspection. The permittee shall provide copies of the SWPPP document to the Department within seven days after receiving a written request.

e. The SWPPP shall be dynamic. If deficiencies arise during the course of the project, the permittee shall implement effective corrective actions that may require modification of the SWPPP. This requirement does not circumvent the permittee's responsibility to obtain approval for modifications that may concurrently fall under the jurisdiction of other governmental authorities (e.g., local construction or grading requirements). This requirement is also not an affirmative defense for implementing ineffective or less effective control measures.

f. The Department may require revisions to be made to the SWPPP :

   i. if it is not effective in minimizing erosion or the release storm water pollutants from the site;

   ii. if more effective procedures are available and practical;

   iii. if previous experience has shown the control methods specified have proven to be inadequate in similar circumstances; or

   iv. to meet basin specific water quality goals.

2. Content of the Storm Water Pollution Prevention Plan

The following items shall be incorporated into the SWPPP.

a. One or more site maps of the construction site showing the location of disturbed areas, existing and post-construction contours, storm water outfalls and pollution control structures. The map or maps submitted with the NOI may be used for this purpose provided copies are available at the construction site.

b. A proposed schedule for the construction project identifying the construction phases and the implementation of pollution prevention activities (e.g., installation of erosion control structures and sedimentation basins, initial grading, temporary seeding, utility installation, final grading, paving, and permanent seeding).

c. An Erosion and Sediment Control Plan that provides sufficient detail so that the implementing personnel will be able to properly implement the pollution control and prevention practices to be used at the site. See Section D.3 for detailed requirements for an Erosion and Sediment Control Plan.

d. A Spill Prevention and Response Plan that addresses fueling, maintenance or storage areas on-site. The plan shall comply with the requirements of Chapter 18 of NDEQ Title 126 - Rules and Regulations Pertaining to the Management of Wastes (Contact the Department at the address or telephone number in Section C.1 for a current copy of this regulation.).

e. Any wastes present or generated at the site shall be disposed of in compliance with Department regulations. Regulations that may have application in this respect include, but are not necessarily limited to:

NDEQ Title 119 - Rules and Regulations Pertaining to the Issuance of Permits under the National Pollutant Discharge Elimination System (Disposal of sewage sludge);
NDEQ Title 128 - Rules and Regulations Governing Hazardous Waste Management in Nebraska;
NDEQ Title 129 - Nebraska Air Quality Regulations (Prohibits open burning in most instances);
NDEQ Title 130 - Rules and Regulations Pertaining to Livestock Waste Control; and
NDEQ Title 132 - Integrated Solid Waste Management Regulations.

f. Entrances and exits shall be adequately stabilized so as to prevent excessive tracking of sediment onto paved or public roadways. This shall include, where necessary, graveling access entryways, exits, and unpaved roads on the site.

3. Erosion and Sediment Control Plan Requirements

The permittee shall incorporate erosion control and sediment retention practices into the SWPPP and implement said practices at sites authorized to discharge storm water under the provisions of this permit. The erosion control practices utilized shall consider site specific variables including slope, soil types, the size of the project, the duration of construction activities, the proximity of perennial and seasonal streams, and the existence of impounded waters downstream of the project. The controls utilized may vary from site-to-site, but the controls used shall be effective in minimizing erosion and sediment release from the site, and in protecting the water quality in the receiving stream or water body.

The existence of downstream lakes or other impounded waters increase water quality concerns relative to sediment release. In these instances, more stringent erosion and sediment controls may need to be implemented.

The permittee shall upgrade the Erosion and Sediment Control Plan and implement additional controls, if existing controls prove inadequate in minimizing erosion and sediment releases, or in protecting the water quality of the receiving stream or water body. The permittee shall comply with Department requests to implement additional controls to minimize erosion and sediment releases, and to protect receiving water bodies.

All of the following practices shall be considered for inclusion in Erosion and Sediment Control Plans and for implementation at construction sites covered under this permit. Note: the Department may require modification of the SWPPP pursuant to Section D.1.f of this permit.

a. Construction practices and structural controls to slow storm water run off and minimize erosion from the site.

Practices and controls that should be considered for implementation include, but are not limited to, the following:

i. horizontal slope grading;

ii. temporary or permanent terraces, berms, cuts or other physical structures placed horizontal to sloped surfaces;

iii. silt fence, bale barriers, check dams or other physical barriers placed at intervals in drainage ways, on sloped surfaces and at property boundaries;

iv. geotextile mats, rip rock or other methods to prevent erosion in drainage ways and below conduit outlets; and

v. storm drain inlet protection (i.e., gravel filter or silt fence).

b. The scheduling of construction activities so as to minimize the extent and time that soils are left unstabilized.

This shall include, when possible, phased construction planning so as to minimize the area of the site that is not stabilized by vegetative cover, or other temporary or permanent soil covers (e.g., pavement, mulch, or geotextile mats).

The construction schedule shall take into account areas within the construction site that may be available for reseeding prior to the completion of the overall project (See Section D.3.c.).

Construction activity scheduling shall specify an appropriate time table for initiating sediment retention and erosion controls. When possible, sediment retention controls shall be installed prior to the initiation of clearing and grading activities, and erosion controls shall be implemented concurrent with the initiation of construction activity.

c. The use of existing vegetation and revegetation.

When possible, existing vegetative covers should be left undisturbed. When possible, vegetative strips shall be maintained on the down gradient perimeter of sites, and adjacent to waterways and drainage ways that are within the site.

Temporary or permanent seeding shall be established as soon as possible after grading and clearing activities are completed, and during interim periods on areas that are not being actively worked. Whenever exposed soils are not to be graded for 30 days or more, temporary or permanent seeding needs to be initiated, unless other stabilization methods are used or such need can be justified as unnecessary due to mitigating conditions present at the site. In this latter regard, the need for such temporary seeding may be contingent on such factors as the slope of exposed and adjacent areas, the size of the exposed area, the existence of vegetative buffer zones, the potential to impact streams or impounded waters, seasonal considerations, and/or the use of alternative erosion or sediment control methods. If temporary seeding is not used to stabilize exposed soils that are not to be graded for 30 days or more, the Erosion and Sediment Control Plan shall specify the alternative methods used to control erosion and sediment release, or contain an explanation of why such controls are not necessary.

d. Contingencies for planned and unplanned work stoppages.

The Erosion and Sediment Control Plan needs to address requirements for stabilizing exposed slopes and stock piles (e.g., the installation of terraces or berms, temporary seeding, etc.) if work on the site is stopped . In instances, where the original project schedule is disrupted, the Erosion and Sediment Control Plan may need to be modified to prevent erosion on exposed soils where grading has been temporarily or permanently discontinued. See Section D.3.c above concerning the use of temporary seeding when exposed soils are not to be graded for 30 days or more.

e. Storm detention basins.

The need for storm water detention basins is contingent upon the area disturbed and the slope of the site. In general, storm water detention basins need to be used in disturbed drainage areas of 5 acres or more in size. Where slopes are equal to or steeper than 3:1, storm basins may be required for smaller drainage areas. The use of storm water detention basins does not circumvent the need to implement the erosion and sediment control practices previously cited. Many areas of Nebraska have clay soils and when erosion occurs suspended clay particles are not efficiently captured in storm water detention basins.

4. Erosion and Sediment Control Design Specifications

Physical erosion and sediment control structures used at construction sites covered under this permit shall comply with the design standards specified in one of the manuals listed below, unless alternative designs are approved or required by the Department.

a. City of Omaha Soil Erosion and Sediment Control

b. The Lower Platte South Natural Resource District; A Manual of: Erosion and Sediment Control and Stormwater Management Standards

The City of Omaha manual can be obtained from the Omaha Public Works Department. The Lower Platte South NRD manual is available from the NRD office for projects within their district. Others interested in the manual should contact the Department (See Section C.1).

5. Site Inspection and SWPPP Maintenance Activities

Sites shall be inspected to identify maintenance needs and/or SWPPP deficiencies at least once each month and within 24 hours after each precipitation event of 0.5 inch or more, except when winter freeze-up conditions preclude run-off. This minimum inspection frequency does not relieve the permittee of the maintenance responsibilities during interim periods.

The permittee shall initiate and complete corrective actions to address any maintenance needs or deficiencies as soon as possible. Maintenance and repair of silt fences and bale barriers shall be completed within 24 hours after any deficiencies are discovered.

6. Reporting and Record Keeping Requirements

The permittee shall maintain records of site inspection and maintenance activity until coverage under the permit has been terminated (See Section B.4). The permittee shall provide the Department with access and copies of these records upon request. At a minimum, the following information shall be included in these records:

a. who conducted the inspections,

b. when inspections are conducted,

c. the findings of the inspections,

d. any corrective actions taken, and

e. when the corrective actions were implemented.

E. MONITORING REQUIREMENTS AND PROCEDURES

1. Effluent Monitoring Requirements

Routine periodic monitoring of storm water discharges is not required unless requested by the Department. Monitoring may be required by the Department for any of the following reasons:

a. the identification of potential ground and surface water quality impacts to which the permittee may be contributing,

b. the failure by the permittee to implement pollution prevention or pollution control procedures set forth in the Storm Water Pollution Prevention Plan,

c. the recognition of potential pollutant sources during site inspections or investigations, and/or

d. to obtain information for watershed basin or industry group studies.

2. Sampling and Analytical Protocols

The sampling procedures set forth below shall be used for any storm water monitoring required pursuant to Section E.1, unless the Department specifies or approves alternative procedures.

a. Samples shall be collected from discharges resulting from a rainfall event that is greater than 0.1 inch in magnitude and occurs at least 72 hours after any previous storm events of 0.1 inch or greater.

b. Grab samples shall be used for monitoring: pH, temperature, cyanide, total phenols, residual chlorine, petroleum oil, oil and grease, bacterial counts, xylene and compounds in the volatile fraction of the total toxic organic parameter. Grab samples shall be collected in the first 30 minutes of a storm event discharge.

c. For discharges from holding ponds or other impoundments with a retention period greater than 24 hours (estimated by dividing the volume of the detention pond by the estimated volume of water discharged during the 24 hours previous to the time the sample is collected), a minimum of one grab sample may be taken.

d. Flow proportional composite samples shall be used to monitor discharges in all other circumstances (i.e., except as specified in Sections E.2.b and E.2.c). Either continuous or discrete composite sampling may be utilized. If discrete composite sampling is used, at least 3 aliquots shall be obtained and the maximum interval between sampling events shall not exceed 15 minutes. Sampling shall begin within the first 15 minutes of discharge and shall not extend beyond 1 hour, unless there is reason to believe that pollutant discharge rates increase after that time.

e. Sample analysis procedures shall conform to the procedures specified in Appendix A, Section C.3. Physical observations for such things as odor, turbidity, color, or visible sheens may also be required.

3. Storm Event Monitoring

The permittee shall collect the following information for each storm event monitored pursuant to Section E.1 of this permit, unless the Department specifies otherwise.

a. The date, duration (in hours), start and ending times, and magnitude (in inches) of the storm event sampled.

b. The total volume of storm water discharged. The permittee may calculate runoff volume from the magnitude of the storm, the area drained and the runoff coefficient. The calculation method used must be approved by the Department.

c. The duration between the storm event samples and the end of the previous measurable (greater than 0.1 inch rainfall) storm event.

4. Reporting Requirements

The permittee shall submit all storm water monitoring results within 30 days of the event monitored, unless otherwise specified by the Department. All storm water monitoring results shall be submitted using DMR form SW-SEMR (See permit "Attachments"), or equivalent form approved by the Department.

F. OTHER CONDITIONS AND REQUIREMENTS

1 Discharges shall be free from toxic substances, which alone or in combination with other substances, create conditions unsuitable for aquatic life.

2. Discharges shall not contain pollutants at concentrations or levels that produce objectionable films, colors, turbidity or deposits, or noxious odors in the receiving stream or waterway.

3. The attachments to this permit (i.e., NPDES forms CSW-NOI, SW-SEMR, CSW-START, and CSW-END) may be modified by the Department provided the notification and reporting requirements set forth in this permit are met. If information is submitted on an outdated form, opportunity to resubmit the information shall be provided the permittee or, at the discretion of the Department, submittals on outdated forms may be accepted.

G. PERIODIC REPORTING AND RECORD KEEPING REQUIREMENTS

This section summarizes reporting and record keeping requirements set forth in other sections of this permit. This section is intended as an aid to the permittee in identifying and complying with these requirements, and contains references to the Sections of the permit where the requirements are set forth.

This summary list does not contain all the reporting and record keeping requirements that may be required by various Department regulations, nor does it relieve the permittee of the responsibility to comply with reporting requirements not listed below.

1. The initial Notification of Intent (Sections B.5 and C.1 thru C.4).

2. Notification of project start-up and completion (Sections C.7).

3. Copies of the SWPPP shall be submitted within 7 days of receiving a written request from the Department (Section D.1.d).

4. Chapter 18 of NDEQ Title 126 - Rules and Regulations Pertaining to the Management of Wastes contains spill reporting requirements. Section D.2.d of this permit requires the Spill Prevention and Response Practices of the SWPPP to comply with this regulation. Appendix A , Section A.6 also contains information on spill reporting.

5. Copies of facility inspection and maintenance activities must be kept until coverage under the permit has expired. Copies of said records shall be furnished to the Department if requested (Section D.5).

6. Monitoring reports on the results of any storm event monitoring activities (Section E.4).

7. In addition to the reporting and record keeping requirements referenced above, Appendix A also contains reporting and record keeping requirements that may apply to some storm water dischargers. References to these requirements are listed below:

   a. Appendix A, Section B.1. - Duty to Provide Information,
   b. Appendix A, Sections C.5 & C.6 - Retention of Records and Record Contents,
   c. Appendix A, Section D.1 - Immediate Notification,
   d. Appendix A, Section D.2 - 24-Hour Reporting,
   e. Appendix A, Section D.3 - Written Non-Compliance Notification
   f. Appendix A, Section D.4 - Quarterly Discharge Monitoring Reports
   g. Appendix A, Section D.5 - Changes in Discharge
   h. Appendix A, Section D.6 - Toxic Discharge Reporting Requirements,
   i. Appendix A, Section D.7 - Changes in Sludge Quality,
   j. Appendix A, Section D.9. - Transfers
   k. Appendix A, Section E.2 - Upset Reporting, and
   l. Appendix A, Section E.3 - Bypass Reporting

APPENDIX A - Standard Conditions for NPDES and NPP Permits.

These general conditions are applicable to all NPDES and NPP permits. These conditions shall not preempt any more stringent requirements found elsewhere in this permit.

A. General Conditions

1. Information Available

All permit applications, fact sheets, permits, discharge data, monitoring reports, and any public comments concerning such shall be available to the public for inspection and copying, unless such information about methods or processes is entitled to protection as trade secrets of the owner or operator under Neb. Rev. Stat. §81-1527, (Cum. Supp. 1992) and Title 115 Chapter 9.

2. Duty to Comply

All authorized discharges shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit.

The permittee shall comply with all conditions of this permit. Failure to comply with these conditions may be grounds for administrative action or enforcement proceedings including injunctive relief and civil or criminal penalties.

The filing of a request by the permittee for a permit modification, revocation and reissuance, termination or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize, prevent or correct any adverse impact to the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as required by the NDEQ to determine the nature and impact of the noncompliant discharge.

4. Permit Actions

This permit may be modified, suspended, revoked or reissued, in part or in whole, in accordance with the regulations set forth in NDEQ Titles 119 and/or 127. In addition, this permit may be modified, revoked and reissued to incorporate standards or limitations issued pursuant to Sections 301(b)(2)(c), 301(b)(2)(d), 304(b)(2), 307(a)(2), or 405(d) of the Clean Water Act, Public Law 100-4 (i.e., industrial categorical standards and municipal sludge regulations) and Title 121.

5. Toxic Pollutants

The permittee shall not discharge pollutants to waters of the State that cause a violation of the standards established in NDEQ Titles 117, 118 or 121. All discharges to surface waters of the State shall be free of toxic (acute or chronic) substances which alone or in combination with other substances, create conditions unsuitable for aquatic life outside the appropriate mixing zone.

Appendix A (continued)

6. **Oil and Hazardous Substances/Spill Notification**

Nothing in this permit shall preclude the initiation of any legal action or relieve the permittee from any responsibilities, liabilities or penalties under Section 311 of the Clean Water Act. The permittee shall conform to the provisions set forth in NDEQ Title 126 in the event of a release of a reportable quantity of oil or hazardous substances. If the permittee knows, or has reason to believe, that oil or hazardous substances were released at the facility and could enter waters of the State or any of the outfall discharges authorized in this permit, the permittee shall immediately notify the Department of a release of oil or hazardous substances. During Department office hours (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays), notification shall be made to the LUST/ER Section (telephone number 402/471-4230). When the LUST/ER Section cannot be contacted, the permittee shall report to the Nebraska State Patrol for referral to the NDEQ Emergency Response Team (telephone number 402/471-4545). It shall be the permittee's responsibility to maintain current telephone numbers necessary to carry out the notification requirements set forth above.

7. **Property Rights**

The issuance of this permit does not convey any property rights of any sort or any exclusive privileges nor does it authorize any damage to private property or any invasion of personal rights nor any infringement of federal, state or local laws or regulations.

8. **Severability**

If any provision of this permit is held invalid, the remainder of this permit shall not be affected.

9. **Other Rules and Regulations Liability**

The issuance of this permit in no way relieves the obligation of the permittee to comply with other rules and regulations of the Department.

10. **Inspection and Entry**

The permittee shall allow the Director or his authorized representative, upon the presentation of his identification and at a reasonable time:

a. to enter upon the permittee's premises where a regulated facility or activity is located or conducted, or records are required to be kept under the terms and conditions of the permit,

b. to have access to and copy any records required to be kept under the terms and conditions of the permit,

c. to inspect any facilities, equipment (including monitoring and control), practices or operations regulated or required in the permit, and

d. to sample or monitor any substances or parameters at any location.

11. **Penalties**

Violations of the terms and conditions of this permit may result in the initiation of criminal and/or civil actions. Civil penalties can result in fines of up to $10,000.00 per day [Neb. Rev. Stat. §81-1508, as amended to date. Criminal penalties for willful or negligent violations of this permit may result in penalties of $10,000.00 per day or by imprisonment. Violations may also result in federal prosecution.

Appendix A (continued)

B. Management Requirements

1. Duty to Provide Information

The permittee shall furnish to the Department within a reasonable time, any information which the Department 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 Department upon request, copies of records retained as a requirement of this permit.

2. Duty to Reapply

The permittee shall apply for a reissuance of this permit, if an activity regulated by this permit is to be continued after the expiration date of this permit. The application shall be submitted at least 180 days before the expiration of this permit on an application form supplied by the Department, as set forth in NDEQ Titles 119 and/or 127.

3. Signatory Requirements

All reports and applications required by this permit or submitted to maintain compliance with this permit, shall be signed and certified as set forth in this section.

a. Permit applications shall be signed by a **cognizant official** who meets the following criteria:

(1) for a corporation: by a principal executive officer of at least the level of vice-president,

(2) for a partnership or sole proprietorship: by a general partner or the proprietor, respectively, or

(3) for a municipality, state, federal or other public facility: by either a principal executive officer or highest ranking elected official.

b. Discharge monitoring reports and other information shall be signed by the cognizant official or by an **authorized representative**.

c. An authorized representative is designated by the cognizant official. The authorized representative is responsible for the overall operation of the facility (i.e., a plant manager, a well field operator or a wastewater treatment plant superintendent).

d. Any change in the signatories shall be submitted to the Department, in writing, within 30 days after the change.

e. Certification. All applications, reports and information submitted as a requirement of this permit, shall contain 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."

Appendix A (continued)

C. Monitoring and Records

1. Representative Sampling

Samples and measurements taken as required within this permit shall be representative of the discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water or substance. Monitoring points shall not be changed without notification to the Department and with the written approval of the Director.

a. Composite sampling shall be conducted in one of the following manners:

(1) continuous discharge - a minimum of one discrete aliquot collected every three hours,

(2) less than 24 hours - a minimum of hourly discrete aliquots or a continuously drawn sample shall be collected during the discharge, or

(3) batch discharge - a minimum of three discrete aliquots shall be collected during each discharge.

b. Composite samples shall be collected in one of the following manners:

(1) the volume of each aliquot must be proportional to either the waste stream flow at the time of sampling or the total waste stream flow since collection of the previous aliquot,

(2) a number of equal volume aliquots taken at varying time intervals in proportion to flow,

(3) a sample continuously collected in proportion to flow, and

(4) where flow proportional sampling is infeasible or nonrepresentative of the pollutant loadings the Department may approve the use of time composite samples.

c. Grab samples shall consist of a single aliquot collected over a time period not exceeding 15 minutes.

d. All sample preservation techniques shall conform to the methods adopted in NDEQ Title 121, Chapter 8, unless:

(1) in the case of sludge samples, alternative techniques are specified in the 40 CFR, Part 503, or

(2) other procedures are specified in this permit.

2. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be used to insure the accuracy and reliability of measurements. The devices shall be installed, calibrated and maintained to insure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of +/- 10% from the true discharge rates throughout the range of expected discharge volumes. Guidance in selection, installation, calibration and operation of acceptable flow measurement devices can be obtained from the following references:

a. "Water Management Manual," U. S. Department of Interior, Bureau of Reclamation, Second Edition, Revised Reprint, 1974, 327 pp. Available from the U. S. Government Printing Office, Washington, DC 20402. Order by Catalog Number 127.19/2:W29/2, Stock Number S/N 24003-0027.

Appendix A (continued)

b. "Flow Measurement in Open Channels and Closed Conduits," U. S. Department of Commerce, National Bureau of Standards, NBS Special Publication 484, October, 1977, 982 pp. Available in paper copy or microfiche from National Technical Information Service (NTIS), Springfield, VA 22151. Order by NTIS Number PB-273 535/5ST.

c. "NPDES Compliance Sampling Manual," U. S. Environmental Protection Agency, Office of Water Enforcement, Publication MCD-51, May, 1988, 140 pp. Available from the General Services Administration (8FFS), Centralized Mailing Lists Services, Building 41, Denver Federal Center, Denver, CO 80225.

3. Test Procedures

Test procedures used for monitoring required by this permit, shall conform to the methods adopted in NDEQ Title 121, Chapter 8 unless:

a. in the case of sludge samples, alternative techniques are specified in the 40 CFR, Part 503, or

b. other procedures are specified in this permit.

4. Averaging of Measurements

Averages shall be calculated as an arithmetic mean except:

a. bacterial counts which shall be calculated as a geometric mean, or

b. where otherwise specified by the Department.

5. Retention of Records

The permittee shall retain records of all monitoring activities for a period of at least three years (five years for sludge; see below) as set forth in NDEQ Titles 119 and/or 127. The types of records that must be retained include, but are not limited to:

a. calibration and maintenance records,

b. original strip chart recordings,

c. copies of all reports required by this permit,

d. monitoring records and information, and

e. electronically readable data.

The permittee shall retain records of monitoring required by this permit that are related to sludge use and disposal for a period of five years or longer, as required in 40 CFR, Part 503.

6. Record Contents

Records of sampling or monitoring information shall include:

a. the date(s), exact place, time and methods of sampling or measurements,

b. the name(s) of the individual(s) who performed the sampling or measurements,

Appendix A (continued)

c. the date(s) the analyses were performed,

d. the individual(s) who performed the analyses,

e. the analytical techniques or methods used,

f. the results of such analyses, and

g. laboratory data, bench sheets and other required information.

D. Reporting Requirements

1. Immediate Notification

a. NPP permittees shall report immediately to the publicly owned treatment works (POTW), any discharge to the POTW that may result in a violation of NDEQ Title 127, Chapter 3.

b. All permittees shall report immediately to the NDEQ:

(1) discharges of oil or hazardous substances which threaten waters of the State or public health and welfare, and

(2) discharges causing in-stream toxicity (i.e., a fish kill) or an immediate threat to human health.

Initial notification may be verbal. A written noncompliance notification shall be submitted as set forth in Section D. 3. of this Appendix.

2. 24-Hour Reporting

The permittee shall report to the NDEQ, within 24 hours of becoming aware of:

a. any noncompliance which may endanger the environment or human health or welfare,

b. any unanticipated bypass as set forth in NDEQ Titles 119 and/or 127,

c. all upsets as set forth in NDEQ Titles 119 and/or 127,

d. any discharge to a POTW that causes a violation of the prohibited discharge standards set forth in NDEQ Title 127, Chapter 3, or

e. any noncompliance of an effluent limitation in this permit.

Initial notification may be verbal. A written noncompliance notification shall be submitted as set forth in Section D. 3. of this permit.

If sampling performed by an industrial user (NPP permittee) indicates a permit effluent violation, the permittee shall notify the Department and the city within 24 hours of becoming aware of the violation. The permittee shall resample and have it analyzed. The results of the resampling analysis shall be submitted to the Department and the city within 30 days after becoming aware of the violation.

Appendix A (continued)

3. **Written Noncompliance Notification**

   a. The permittee shall submit a written noncompliance report to the NDEQ:

      (1) within five days of becoming aware of any noncompliance with the:

         (a) NPP effluent limitations or requirements set forth in this permit, or

         (b) NPDES toxic pollutant effluent limitations or requirements set forth in this permit.

      (2) within seven days of becoming aware of any other noncompliance with the NPDES requirements and/or effluent limitations set forth in this permit.

   b. the written notification shall be submitted on a noncompliance form supplied by the Department and shall include:

      (1) a description of the discharge and cause of noncompliance,

      (2) the period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to continue, and

      (3) the steps taken to reduce, eliminate and prevent the reoccurrence of the noncompliance.

   The submittal of a written noncompliance report does not relieve the permittee of any liability from enforcement proceedings that may result from the violation of permit or regulatory requirements.

4. **Quarterly Discharge Monitoring Reports (DMRs)**

   The permittee shall report the monitoring results required by this permit on a DMR form supplied or approved by the Department. Monitoring results shall be submitted on a quarterly basis using the reporting schedule set forth below, unless otherwise specified in this permit or by the Department.

Monitoring Quarters	DMR Reporting Deadlines
January - March	April 28
April - June	July 28
July - September	October 28
October - December	January 28

   If the permittee monitors any pollutant more frequently than required by this permit, using procedures specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted on the DMR. The frequency of the analysis shall also be reported on the DMR.

5. **Changes in Discharge**

   Any facility expansion, production increases or process modifications which will result in new or substantially increased discharges of pollutants or a change in the nature of the discharge of pollutants must be reported by the permittee 180 days prior to the expansion, increases or modifications, either by amending his original application or by submitting a new application. This permit may be modified or revoked and reissued as a result of this notification to maintain compliance with applicable state or federal regulations.

Appendix A (continued)

6. **Changes in Toxic Discharges from Manufacturing, Commercial, Mining and Silvicultural Facilities**

Permittees discharging from manufacturing, commercial, mining and silvicultural facilities shall report to the Department:

a. if any toxic pollutant not limited in this permit is discharged from any NPDES outfall as a result of any activity that will or has occurred and results in its routine or frequent discharge. The Department shall be informed if that discharge exceeds the following notification levels:

(1) 100 micrograms per liter (0.1 mg/l) for any toxic pollutant,

(2) 200 micrograms per liter for acrolein and acrylonitrile (0.2 mg/l),

(3) 500 micrograms per liter for 2,4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol (0.5 mg/l),

(4) 1000 micrograms per liter for antimony (1 mg/l),

(5) five times the maximum concentration value reported for that pollutant in the permit application or

(6) an alternative level established by the Director, and

b. if any toxic pollutant not limited in this permit is discharged from an NPDES outfall as a result of any activity that will or has occurred and results in its nonroutine discharge. The Department shall be informed if that discharge exceeds the following notification levels:

(1) 500 micrograms per liter (0.5 mg/l) for any toxic pollutant,

(2) 1000 micrograms for antimony (1 mg/l),

(3) ten times the maximum concentration value reported for that pollutant in the permit application, or

(4) an alternative level established by the Director.

7. **Changes in Sludge Quality**

The permittee shall provide written notice to the Department of any alteration or addition that results in a significant change in the permittee's sludge use or disposal practices. This permit may be modified or revoked and reissued as a result of this notification to maintain compliance with applicable state or federal regulations.

8. **Changes of Loadings to Publicly Owned Treatment Work (POTW)**

POTW's shall notify the Department of the following:

a. any new introduction of pollutants from dischargers subject to the categorical pretreatment discharge limitations set forth in NDEQ Title 121, Chapter 2, and

b. any substantial change in the volume or character of pollutants being introduced into the POTW.

Notification shall be made 180 days in advance whenever possible. Information on the quantity and quality of new discharges and their anticipated impact on the POTW shall be included.

Appendix A (continued)

9. Transfers

The permittee shall notify the Department at least 30 days prior to the proposed transfer of ownership of this permit or the permitted facility to another party as set forth in NDEQ Title 119, Chapter 12 and/or NDEQ Title 127, Chapter 14. The Department may modify or revoke and reissue this permit according to the regulations set forth in NDEQ Titles 119 and/or 127.

10. Compliance Schedules

The permittee shall submit a written report of compliance or noncompliance with any compliance schedule established in this permit. The written report shall be submitted within 14 days following all deadlines established in the compliance schedule. If compliance has not been achieved, the report shall include an alternative completion date, an explanation of the cause of the noncompliance and an explanation of the steps being taken to ensure future compliance. The submission of this report does not ensure the Department's acceptance of alternative compliance dates nor does it preclude the Department from initiating enforcement proceedings based upon the reported noncompliances.

E. Operation and Maintenance

1. Proper Operation and Maintenance

The permittee shall, at all times, maintain in good working order and operate as efficiently as possible, any facilities or systems of control installed by the permittee in order to achieve compliance with the terms and conditions of this permit. This would include, but not be limited to, effective performance based on designed facility removals, effective management, adequate operator staffing and training, adequate laboratory and process controls, and adequate funding which reflects proper user fee schedules.

2. Treatment System Failure and Upset

An upset is an affirmative defense to an enforcement action brought for noncompliance with technology-based permit effluent limitations if the permittee can demonstrate, through properly signed, operating logs or other relevant evidence, that:

a. an upset occurred and the specific cause was identified,

b. that the facility was properly operated and maintained at such time,

c. the Department was notified within 24 hours of the permittee becoming aware of the upset, and

d. the permittee took action to reduce, eliminate and prevent a reoccurrence of upset, including minimizing adverse impact to waters of the State.

3. Bypassing

Any diversion from or bypass of the treatment facilities is prohibited, unless:

a. it is unavoidable to prevent loss of life, personal injury or severe property damage,

b. no feasible alternative exists, i.e., auxiliary treatment facilities, retention of untreated wastes or maintenance during normal periods of equipment downtime,

Appendix A (continued)

c. the permittee submits notice to the Department within 24 hours of becoming aware of the bypass or if the bypass is anticipated or should have been anticipated, the Department is notified at least ten days prior to the bypass, and

d. the bypass is conducted under conditions determined to be necessary by the Director to minimize any adverse effects.

If the bypass is needed for regular preventative maintenance for which back-up equipment should be provided, the bypass will not be allowed. When a bypass occurs, the burden is on the permittee to demonstrate compliance with items "a" through "d" above.

Additionally, NPP permittees shall report any bypasses to the POTW. Unanticipated bypasses shall be reported immediately and anticipated bypasses shall be reported at least ten days in advance.

All NPDES permittees shall notify the general public that a bypass of the treatment system is occurring. The public notification shall include:

a. location of the bypass,

b. the date the bypass started,

c. anticipated length of time the bypass will occur, and

d. an estimate of the total volume of wastewater bypassed.

4. Removed Substances

Solids, sludge, filter backwash or other pollutants removed in the course of treatment or control of wastewater shall be disposed of at a site and in a manner approved by the Nebraska Department of Environmental Quality. The disposal of nonhazardous industrial sludges shall conform to the standards established in or to the regulations established pursuant to 40 CFR, Part 257. The disposal of sludge shall conform to the standards established in or to the regulations established pursuant to 40 CFR, Part 503. If solids are disposed of in a licensed sanitary landfill, the disposal of solids shall conform to the standards established in Title 132. Publicly owned treatment works shall dispose of sewage sludge in a manner that protects public health and the environment from any adverse effects which may occur from toxic pollutants as defined in Section 307 of the Clean Water Act. This permit may be modified or revoked and reissued to incorporate regulatory limitations established pursuant to 40 CFR, Part 503.

F. Definitions

Administrator: The Administrator of the USEPA.

Aliquot: An individual sample having a minimum volume of 100 milliliters that is collected either manually or in an automatic sampling device.

Biweekly: Once every other week.

Bimonthly: Once every other month.

Bypass: The intentional diversion of wastes from any portion of a treatment facility.

Daily Average: An effluent limitation that cannot be exceeded and is calculated by averaging the monitoring results for any given pollutant parameter obtained during a 24-hour day.

Appendix A (continued)

Department: Nebraska Department of Environmental Quality.

Director: The Director of the Nebraska Department of Environmental Quality.

Industrial User: A source of indirect discharge (a pretreatment facility).

Monthly Average: An effluent limitation that cannot be exceeded, calculated by averaging the monitoring results for any given pollutant parameter obtained during a calendar month.

Publicly Owned Treatment Works (POTW): A treatment works as defined by Section 212 of the Clean Water Act (Public Law 100-4) which is owned by the state or municipality, excluding any sewers or other conveyances not leading to a facility providing treatment.

30-Day Average: An effluent limitation that cannot be exceeded, calculated by averaging the monitoring results for any given pollutant parameter obtained during a calendar month.

Total Toxic Organics (TTO): The summation of all quantifiable values greater than 0.01 milligrams per liter (mg/l) for toxic organic compounds that may be identified elsewhere in this permit. (If this term has application in this permit, the list of toxic organic compounds will be identified; typically in the Limitations and Monitoring Section(s) or in an additional Appendix to this permit.)

Toxic Pollutant: Those pollutants or combination of pollutants, including disease causing agents, after discharge and upon exposure, ingestion, inhalation or assimilation into an organism, either directly from the environment or indirectly by ingestion through food chains will, on the basis of information available to the administrator, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunction (including malfunctions in reproduction) or physical deformations, in such organisms or their offspring.

Upset: An exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities or improper operation and maintenance or lack thereof.

Volatile Organic Compounds (VOC): The summation of all quantifiable values greater than 0.01 milligrams per liter (mg/l) for volatile, toxic organic compounds that may be identified elsewhere in this permit. (See the definition for Total Toxic Organics above. In many instances, VOCs are defined as the volatile fraction of the TTO parameter. If the term "VOC" has application in this permit, the list of toxic organic compounds will be identified; typically in the Limitations and Monitoring Section(s) or in an additional Appendix to this permit.)

Weekly Average: An effluent limitation that cannot be exceeded, calculated by averaging the monitoring results for any given pollutant parameter obtained during a fixed calendar week. The permittee may start their week on any weekday but the weekday must remain fixed unless a change is approved by the Department.

"X" Day Average: An effluent limitation defined as the maximum allowable "X" day average of consecutive monitoring results during any monitoring period where "X" is a number in the range of one to seven days.

G. Abbreviations

CFR: Code of Federal Regulations

kg/Day: Kilograms per Day

Appendix A (continued)

MGD: Million Gallons per Day

mg/L: Milligrams per Liter

NDEQ: Nebraska Department of Environmental Quality

NDEQ Title 115: Rules of Practice and Procedure

NDEQ Title 117: Nebraska Surface Water Quality Standards

NDEQ Title 118: Ground Water Quality Standards and Use Classification

NDEQ Title 119: Rules and Regulations Pertaining to the Issuance of Permits Under the National Pollutant Discharge Elimination System

NDEQ Title 121: Effluent Guidelines and Standards

NDEQ Title 126: Rules and Regulations Pertaining to the Management of Wastes

NDEQ Title 127: Rules and Regulations Governing the Nebraska Pretreatment Program

NDEQ Title 132: Rules and Regulations Pertaining to Solid Waste Management

NPDES: National Pollutant Discharge Elimination System

NPP: Nebraska Pretreatment Program

POTW: Publicly Owned Treatment Works

ug/L: Micrograms per Liter

WWTF: Wastewater Treatment Facility

APPENDIX B - State Resource Waters and Public Drinking Water Supply Stream Segments

This appendix identifies stream segments and water bodies for which a written authorization is required to allow the discharge of storm water under the terms and conditions of NPDES General Permit NER10000 (See Section C.4 and C.7 of the permit). This appendix references these stream segments by County to facilitate the completion of the Notice of Intent and Relocation Notice forms. In filling out these forms, the applicant need only identify the stream segment or water body by name; the other information supplied is not needed on the forms.

Boyd County

Missouri River from the South Dakota border to the Knox County line; Class A State Resource Water; (Stream segment: NI1-10000)

Niobrara River from the Keya Paha County line to the Knox County line;
Class A State Resource Water; (Stream segments: NI2-10000 & NI3-10000)

Brown County

Calamus River from its headwaters to the Rock County line; Class B State Resource Water; (Stream segments: LO2-11300, LO2-11400, LO2-11500 & LO2-11600)

Niobrara River from the Cherry County line to the Rock County line;
Class A State Resource Water; (Stream segments: NI3-10000 & NI3-20000)

Long Pine Creek from its headwaters to the confluence of Bone Creek; Class B State Resource Water; (Stream segments: NI3-12300 and NI3-12400)

Cedar County

Missouri River from the Knox County line to the Dixon County line; Class A State Resource Water; Public Drinking Water; Threatened species: Lake & Pallid Sturgeon; (Stream segment: MT2-10000)

Cherry County

Niobrara River from the confluence of the Snake River to the Keya Paha/Brown County lines; Class A State Resource Water; (Stream segments: NI3-20000)

Dakota County

Missouri River from the Dixon County line to the confluence of the Big Sioux River; Class A State Resource Water; Public Drinking Water; Threatened species: Lake & Pallid Sturgeon; (Stream segment: MT2-10000)

Dawes County

Chadron Creek from its headwaters to its confluence with the White River; Public Drinking Water Standards; (Stream Segment: WH1-11300)

Cunningham Creek from its headwaters to its confluence with Indian Creek; Class A State Resource Water; (Stream segment: WH1-11710)

Dead Man's Creek from its headwaters to the Sioux County line; Public Drinking Water Standards; (Stream Segment: WH1-30100)

Soldier Creek from the Sioux County line to its confluence with the White River; Class A State Resource Water; (Stream segment: WH1-20300)

Appendix B (continued)

Dawes County (continued)

Squaw Creek from its headwaters to the National Forest Boundary; Class A State Resource Water; (Stream segment WH1-20120)

White River from the Sioux County line to its confluence with Soldier Creek; Class B State Resource Water; Public Drinking Water; (Stream segment: WH1-30000)

White River from Soldier Creek to the South Dakota border; Public Drinking Water standards; (Stream segments: WH1-10000 and WH1-20000)

Dixon County

Missouri River from the Cedar County line to the Dakota County line; Class A State Resource Water; Threatened species: Lake & Pallid Sturgeon; (Stream segment: MT2-10000)

Garfield County

Calamus River from the Loup County line to the confluence with North Loup River; Class B State Resource Water; (Stream segment: LO2-11300)

Holt County

Elkhorn River from the confluence of the North and South Forks to Holt Creek; Class B State Resource Water; (Stream segment: EL4-40000)

Niobrara River from the Rock County line to the Knox County line;
Class A State Resource Water; (Stream segment: NI2-10000)

Keith County

North Platte River from Kingsley Dam to the confluence of Whitetail Creek; Class B State Resource Water; (Stream segment: NP1-40000)

Otter Creek from its headwaters to Lake C.W. McConaughy; Class B State Resource Water; (Stream segment: NP2-10300)

Keya Paha County

Niobrara River from the Cherry County line to the Boyd County line;
Class A State Resource Water; (Stream segments: NI3-10000 & NI3-20000)

Knox County

Missouri River from the confluence of the Niobrara River to the Cedar County line; Class A State Resource Water; Public Drinking Water; Threatened species: Lake & Pallid Sturgeon; (Stream segment: MT2-10000)

Missouri River from the Boyd County line to the confluence of the Niobrara River; Class A State Resource Water; (Stream segment: NI1-10000)

Niobrara River from the Boyd/Holt County line to its confluence with the Missouri River; Class A State Resource Water; (Stream segment: NI2-10000)

Appendix B (continued)

Knox County (continued)

Verdigre Creek from the confluence of the North Branch Verdigre Creek to its confluence with the Niobrara River; Class A State Resource Water; (Stream segment: NI3-10100)

Loup County

Calamus River from the Rock County line to the Garfield County line; Class B State Resource Water; (Stream Segment: LO2-11300)

Richardson County

Unnamed creek which discharges to the Missouri River in Section 5, Range 3 North, Township 17 East and flows through Indian Cave State Park (Only the upper reaches of this creek extend beyond the boundaries of Indian Cave State Park.), Class A State Resource Water; (Stream segment: NE1-10700).

Rock County

Calamus River from the Brown County line to the Loup County line; Class B State Resource Water; (Stream Segment: LO2-11300)

Long Pine Creek; Class B State Resource Water; (Stream segments: NI3-12300 and NI3-12400 - These segments are in Brown County but their is drainage from Rock County into them.)

Niobrara River from the Brown County line to the Holt County line;
Class A State Resource Water; (Stream segments: NI3-10000)

Sioux County

Dead Man's Creek from the Dawes County line to its confluence with the White River; Public Drinking Water Standards; (Stream Segment: WH1-30100)

Middle Fork Soldier Creek from its headwaters to its confluence with Soldier Creek; Class A State Resource Water; (Stream segment: WH1-20310)

Soldier Creek from its headwaters to the Dawes County line; Class A State Resource Water; (Stream segments: WH1-20300 & WH1-20400)

White River from its headwaters to the Dawes County line; Class B State Resource Water; Public Drinking Water standard; (Stream segments: WH1-30000 & WH1-40000)

APPENDIX C - Information and Signatures Required in NOIs

As a minimum, Notices of Intent (NOIs) shall contain the following information to be considered complete. NPDES Form CSW-NOI, which is an attachment to this permit, meets these requirements.

A. A descriptive name and the physical location of the construction site shall be provided. The physical location shall be expressed both in descriptive terms (i.e., street address, or if not available, in relationship to recognizable landmarks), and in a legal description designated in terms of section, township, range and county. The legal description shall be provided to the nearest 1/16th of a section, where possible (e.g., NW¼, SW¼, S10, T15N, R11E, Douglas County). For right-of-way projects that extend over several sections, a legal description is not required provided the site map (See Section F below) adequately identifies the location of the project.

B. A declaration as to whether the site had been authorized to discharge under the previous construction storm water general permit (See Section B.5) or is presently covered by any other NPDES permit.

C. The identity of the site owner, the developer and/or the contractor to which the discharge authorization will be issued. The party or parties specified should be those responsible for maintaining compliance with the terms and conditions of the permit.

D. Identity of the Cognizant Official

The identity, mailing address and telephone number of the "cognizant official" the site owner, the developer, and/or the contractor shall be provided. If the "cognizant official" for more than one party (e.g., site owner, developer and contractor) sign the NOI, the discharge authorization shall be issued jointly to them. See examples below.

The qualifications and responsibilities for the "cognizant official" are set forth below and in NDEQ Title 119 Chapter 10.001:

All permit applications submitted to the Department shall be signed:
001.01 In the case of corporation, by a principal executive officer of at least the level of vice-president;
001.02 In the case of a partnership, by a general partner;
001.03 In the case of a sole partnership, by a general partner; and
001.04 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official."

Example 1: The cognizant official for the developer signs the NOI. The developer assumes full responsibility for developing the SWPPP and for ensuring the contractors working on the site implement the SWPPP.

Example 2: The cognizant officials for the site owner and the primary contractor both sign the NOI. The owner and the contractor are both responsible for developing the SWPPP and for ensuring it is implemented.

Appendix C (continued)

Example 3: The cognizant officials for the site owner, the developer and the primary contractor all sign the NOI. All three are then responsible for developing the SWPPP and for ensuring it is implemented.

E. Identity of the Authorized Representative

The identity, mailing address and telephone number of the "authorized representative" shall be provided. The "authorized representative" is the primary contact for correspondence and monitor reporting, and must meet the requirements set forth in NDEQ Title 119 Chapter 10.002:

"All other correspondence, reports and DMR's shall be signed by a person designated in 001.01 through 001.04 above or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 001.01 through 001.04 above; and the written authorization is submitted to the Director."

Only one authorized representative may be designated for any one construction site. The authorized representative may also sign NOIs, if the Cognizant Official has submitted an NOI previously and has specifically authorized the authorized representative to perform this task (See Appendix C Section K below).

F. One or more site maps are required as specified below.

1. On all projects, except those on linear right-of-way projects (e.g., pipelines, roads railways or cable right-of-ways), a map or maps showing the location of disturbed areas, storm water outfalls, erosion and sediment control structures, and any streams or wetlands on or adjacent to the project shall be provided.

2. On all projects of 20 acres or more, except those on linear right-of-way projects, a map or maps showing existing and post-construction contours shall be provided.

3. On linear right-of-way projects, a map or maps identifying the segments of the right-of-way involved in the proposed project and their location shall be provided.

G. The following information concerning the construction or development site is required.

1. A proposed schedule for the project identifying the construction phases and the implementation of pollution prevention activities (e.g., installation of erosion control structures and sedimentation basins, initial grading, temporary seeding, utility installation, final grading, paving, and permanent seeding) shall be provided.

2. A description of the pollution control and prevention practices to be used shall be provided.

3. The area of the overall site and the area that will be subject to clearing, grading or excavation shall be provided. On linear right-of way projects, the applicant shall submit information on the approximate width and length of the areas disturbed rather than the area of the project(s).

Appendix C (continued)

4. The receiving stream(s) to which storm water will be discharged shall be identified. Any receiving streams identified in Appendix B shall be identified as such, thus acknowledging that written discharge authorization is required. On linear right-of-way projects where it is impractical to identify every receiving stream, it shall only be necessary to identify the receiving streams that are listed in Appendix B, provided the site map (See Section F above) adequately identifies the location of the project(s).

5. Any information of which the applicant is aware concerning existing wastes or contamination present at the proposed construction site shall be provided.

6. If waste or contamination is present, describe planned clean-up and/or disposal procedures shall be described.

7. Any storm water discharges to any large or medium municipal storm water systems (More information is provided in permit Section C.3.c concerning requirements for these sources.) shall be identified.

H. Other government agencies with jurisdiction relative to the construction site shall be identified. A brief explanation of the responsibilities and requirements of those programs shall be provided, as well as a status report on any application and permit requirements. Examples include the following:

   US Army Corps of Engineers - CWA §404 permit - application submitted
   City grading permit - application submitted and permit received
   Local NRD erosion control standards - SWPPP will meet requirements

I. Information identifying whether the applicant has obtained authorization to discharge under this general permit before and whether the proposed construction project is a continuation of a previous project.

Appendix C (continued)

J. Certification

The following certification statement shall be contained in the NOI.

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.

I further certify that:

1. I, or qualified members of my staff, have reviewed and understand the terms and conditions of NPDES General Permit Number NER100000;
2. the construction site(s) identified in Section 1 of this NOI meets the "Applicability" requirements and is not excluded by the "Limitation of Coverage" requirements, set forth in Section B of the permit; and
3. I understand that the submission of this NOI obligates the owner, developer and/or operator identified in this NOI to comply with the terms and conditions of the Permit NER100000, provided authorization to discharge is obtained.

K. Signature Requirements

The initial NOI submitted by any person, business, government agency, or other entity shall be signed by the Cognizant Official(s) representing them. Any NOIs submitted for additional sites may be submitted under the signature of the Authorized Representative, provided the Cognizant Official has specifically authorized them to perform this task in a previous NOI or other follow-up written documentation.

If the Cognizant Official for more than one party signs the NOI, then the discharge authorization shall be jointly issued to them. If more than one party is identified as an owner, developer or contractor in the NOI, but the Cognizant Official for only one party signs the NOI, the discharge authorization shall be issued to that party alone.

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Randolph Wood
Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186

E. Benjamin Nelson
Governor

NPDES Form CSW-NOI

Notice of Intent (NOI) Requesting Discharge Authorization for Storm Water from Construction Sites Under the NPDES General Permit NER100000.

Submission of this NOI fulfills the requirements set forth in Sections C.1 and C.2 of NPDES General Permit Number NER100000. By submission of this NOI, the applicant is requesting authorization to discharge under the terms and conditions of said permit, and is agreeing to meet all of the terms and conditions set forth in said permit. The specific procedures used for granting authorization to discharge are set forth in Section C.4 of the permit. Appendix C in the permit also contains information that may provide some assistance in the completion of this NOI.

The applicant is responsible for ensuring they meet the "Applicability" requirements set forth in Section B of the permit. Once authorization to discharge is granted, the permittee is required to maintain compliance with the terms and conditions of the permit. Any questions concerning this NOI, the permit, it's applicability, it's terms or conditions, or any other related subjects, should be directed to the Permits and Compliance Section at **(402) 471-4239**. Written requests and application submittals should be sent to the Permits and Compliance Section at the address set forth on page 6 of this form.

Attachments may be used to complete or supplement this NOI provided they are identified and referenced on this form.

1) Identification of Construction Project

Name of Project: _____

Location of Project (Street address or brief narrative description): _____

_____

_____

Legal Description [1]: _____ Quarter of the _____ Quarter, or _____

Section _____, Township _____ N, Range _____ (EorW), _____ County

(1) Applicants may enter a legal description in terms other than those requested. For example: N $^1/_2$, Section 8, Township 8 N, Range 6 W.

2) Site Map(s) - Provide one or more site maps as directed below.

For all projects, except those on linear right-of-way projects (e.g., pipelines, roads railways or cable right-of-ways), provide a map or maps showing the location of disturbed areas, storm water outfalls, erosion and sediment control structures, and any streams or wetlands on or adjacent to the project.

For projects of 20 acres or more, except those on linear right-of-way projects, provide a map or maps showing existing and post-construction contours.

For linear right-of-way projects, provide a map or maps identifying the segments of the right-of-way involved in the proposed project and their location(s).

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3) Information on the Construction Project (Continued)

Total Area of the Site: _____ acres Area of the Site that will be Disturbed: _____ acres

or for linear right-of-way projects length and width approximations may be provided: _____

_____

Briefly describe the project: _____

_____

_____

_____

_____

Provide (or attach) a tentative schedule for the construction project including the installation or implementation of major erosion prevention and control measures (e.g., initial installation of controls, temporary and permanent seeding, etc.).

_____

_____

_____

_____

_____

Provide any information of which the applicant is aware, concerning any existing wastes or contamination that may exist at the proposed construction site, or that may be present in fill material to be used at the site. If waste or contamination is present, describe any planned clean-up and/or disposal procedures. If the applicant is not aware of any existing contamination or wastes at the site or in fill, write "NONE" below.

_____

_____

_____

_____

_____

4) Receiving Stream:

Identify the receiving stream or streams to which storm water from this project will be discharged (for linear right-of-way projects it may only be necessary to identify receiving streams that are listed in Appendix B):

_____

Is the receiving stream listed in Appendix B of the permit? _____

If yes, written discharge authorization will be required prior to the start of the project (See permit Section C.4.e).

5) Owner , Developer and/or Operator Responsible for Permit Compliance

This section is used to identify the owner, the developer and /or the contractor for which the discharge authorization is requested (i.e., the applicant(s)). If only one owner, developer or contractor is to be responsible for permit compliance, then only applicant need be identified. If two or more owners, developers or contractors are to share responsibility for permit compliance, then they must all be identified.

A "cognizant official" must be identified for each applicant. The "cognizant official" is responsible for signing all permit applications and meets the requirements set forth in NDEQ Title 119 Chapter 10.001:

"All permit applications submitted to the Department shall be signed:

001.01 In the case of corporation, by a principal executive officer of at least the level of vice-president;
001.02 In the case of a partnership, by a general partner;
001.03 In the case of a sole partnership, by a general partner; and
001.04 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official."

Name of Applicant #1: _____

Check Appropriate Role(s): Land Owner _____ Leasee _____ Developer _____ Contractor _____ Other _____

If "Other" specify: _____ Tel. _____

Cognizant Official: _____ Title: _____

Mail Address: _____

City: _____ State: _____ Zip: _____

Name of Applicant #2: _____

Check Appropriate Role(s): Land Owner _____ Leasee _____ Developer _____ Contractor _____ Other _____

If "Other" specify: _____ Tel. _____

Cognizant Official: _____ Title: _____

Mail Address: _____

City: _____ State: _____ Zip: _____

Name of Applicant #3: _____

Check Appropriate Role(s): Land Owner _____ Leasee _____ Developer _____ Contractor _____ Other _____

If "Other" specify: _____ Tel. _____

Cognizant Official: _____ Title: _____

Mail Address: _____

City: _____ State: _____ Zip: _____

6) Facility Contact or Authorized Representative

The Applicant(s) set forth above may designate an individual to be the "Authorized Representative" for the project. The "authorized representative" is the primary facility contact for correspondence and monitor reporting, and may also be authorized to submit NOIs for future projects. The Authorized Representative must meet the requirements set forth in NDEQ Title 119 Chapter 10.002:

"All other correspondence, reports and DMR's shall be signed by a person designated in 001.01 through 001.04 above or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 001.01 through 001.04 above; and the written authorization is submitted to the Director."

The Authorized Representative

Authorized Representative: _____ Title: _____

Employer: _____ Tel.: _____

Mail Address: _____

City: _____ State: _____ Zip: _____

Is the Authorized Representative authorized to submit future NOIs (Yes or No): _____

7) Previous Projects

Have the Applicant(s) applied for authorization to discharge storm water under this permit or any other permit previously? _____ If so, provide the following information on the most recent project:

NPDES Authorization Number: NER10___ ___ ___ ___ Approximate Date: _____

Project Name & Location: _____

Is this project a continuation of any previous project? _____ If so provide the following for the previous project:

NPDES Authorization Number: NER10___ ___ ___ ___ Approximate Date: _____

Project Name & Location: _____

8) Additional Information that may be Pertinent (Optional)

_____

9) Other Discharge Requirements:

Is storm water from this site discharged within the city limits of Omaha or Lincoln? _____

If yes, the city will need to be notified. Has this been accomplished? _____

If yes, please provide City contact's name: _____

If not, explain or provide notice schedule: _____

Is storm water discharged to a storm water conveyance owned or maintained by any other local city, county or drainage district? _____ If yes, please specify: _____

Have local government agencies been contacted concerning any local requirements? _____

Is this project in compliance with local stormwater regulations concerning water quality, erosion control and flow attentuation? If not, explain.

_____

_____

_____

Has the US Army Corps of Engineers been contacted concerning CWA § 404 requirements? _____

Is the project subject to CWA § 404 requirements? _____

If yes, has a § 404 permit application been submitted? _____

Has a § 404 permit been issued? _____

If a § 404 permit is required, but has not yet been obtained please explain status: _____

_____

_____

Has the local NRD been contacted concerning this project? _____

Does the NRD have any regulations that relate to this project? If yes, please explain: _____

_____

_____

_____

10) 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.

I further certify that:

1) I, or qualified members of my staff, have reviewed and understand the terms and conditions of NPDES General Permit Number NER100000;
2. the construction site(s) identified in Section 1 of this NOI meets the "Applicability" requirements and is not excluded by the "Limitation of Coverage" requirements, set forth in Section B of the permit; and
3. I understand that the submission of this NOI obligates the owner, developer and/or operator identified in this NOI to comply with the terms and conditions of the Permit NER100000, provided authorization to discharge is obtained.

Signature of Cognizant Official #1 or Authorized Representative ** Date

Name and Title of Cognizant Official #1 or Authorized Representative

** If two or more applicants were identified on page two of the application, the cognizant officials for each must sign this form, unless an Authorized Representative was previously designated by the same group of applicants.

** If this form is signed by an Authorized Representative, specify when and how was this authorized? (e.g., letter of 8/1/97 for Prairie Estates in Kearney or NOI submitted on 8/2/97 for NER10002)

Signature of Cognizant Official #2 Date

Name and Title of Cognizant Official #2

Signature of Cognizant Official #3 Date

Name and Title of Cognizant Official #3

Submit the completed NOI to:

Mail Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
PO Box 98922
Lincoln, NE 68509-8922

Location Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
1200 'N' Street, The Atrium, Suite 400
Lincoln, NE 68509

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Randolph Wood
Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186

E. Benjamin Nelson
Governor

NPDES Form SW-SEMR - Storm Event Monitoring Report

Reporting is required for all storm event monitoring activities in which quantitative analyses for storm water pollutants is conducted. Monitoring results are to be submitted to the Department within 30 days following the monitoring event, unless a Department approved extension is provided. Certain parts of this form may not apply to all monitoring events. If the information requested is not available, please write-in: "Not Available". Attachments may be used to supplement this form provided they are referenced or identified in this form.

1) Facility Identification:

NPDES Permit Identification Number: _____

Facility Name: _____

Facility Location: _____

2) Precipitation Event Information:

Duration (Hrs): _____ Magnitude (Inches): _____

Start of Precipitation Event (Date/Time) _____

End of Precipitation Event (Date/Time) _____

Time Elapsed Between Event Sampled and Previous Precipitation Event _____

3) Monitoring Information: Supply the following information for each outfall monitored.

Outfall Designation (#) _____ _____ _____ _____ _____

Monitoring Started (Date/Time) _____ _____ _____ _____ _____

Monitoring Ended (Date/Time) _____ _____ _____ _____ _____

Discharge Volume (Gallons) * _____ _____ _____ _____ _____

* The volume of storm water discharged may be measured or calculated; see permit Section F.3.b.

Provide or attach a brief explanation of the sampling procedures used (i.e., grab, time composite, or flow proportioned composite), and list the pollutants monitored at each outfall. Provide pollutant specific and outfall specific information when necessary. See permit Section F.2 for sampling procedure requirements.

_____

_____

_____

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4) Monitoring Results: Provide or attach all discharge monitoring event test results, and identify the laboratory(s) and test methods used. All attached pages must be identified by page numbers or other identifying designations. Examples: ABC Lab report No. 010198-0765 (3 pages); or See attached pages designated A1 thru A6.

5) Other Information: Provide or attach any other information pertinent to this monitoring report.

6) Certification and Signature

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 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 fines and imprisonment for knowing violations. See 18 U.S.C. § 1001 and 33 U.S.C. § 1319, and Neb. Rev. Stat. §§ 81-1508 thru 81-1508.02.

Signature of Authorized Representative or Cognizant Official **	Date
Printed Name	Title

** The qualifications and responsibilities of the "cognizant official" are set forth below and in NDEQ Title 119 Chapter 10.001:

All permit applications submitted to the Department shall be signed:
001.01 In the case of corporation, by a principal executive officer of at least the level of vice-president;
001.02 In the case of a partnership, by a general partner;
001.03 In the case of a sole partnership, by a general partner; and
001.04 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official."

** The qualifications and responsibilities for the "authorized representative" are set forth in NDEQ Title 119 Chapter 10.002:

"All other correspondence, reports and DMR's shall be signed by a person designated in 001.01 through 001.04 above or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 001.01 through 001.04 above; and the written authorization is submitted to the Director."

Submit the completed NOI to:

Mail Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
PO Box 98922
Lincoln, NE 68509-8922

Location Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
1200 'N' Street, The Atrium, Suite 400
Lincoln, NE 68509

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Randolph Wood
Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186

E. Benjamin Nelson
Governor

NPDES Form CSW-START - Notice of Start-up of Construction Activity

This form may be used to notify the Department that construction activity has been started at a site having coverage under the NPDES general permit for storm water discharges from construction sites, NER100000. Submittal of this form fulfills the requirements of Section C.7.a of the permit.

This form is not the Notice of Intent or NOI form which is used to request discharge authorization. An NOI must be submitted prior to or concurrent with this form to obtain discharge authorization.

NPDES Permit Identification Number: NER 1 0 ____ ____ ____ ____

Facility Name: _____

Facility Location: _____

Date Construction Activities were or will be Commenced: _____

_____ _____
Signature of Authorized Representative or Cognizant Official ** Date

_____ _____
Printed Name Title

** The qualifications and responsibilities of the "cognizant official" are set forth below and in NDEQ Title 119 Chapter 10.001:

All permit applications submitted to the Department shall be signed:
001.01 In the case of corporation, by a principal executive officer of at least the level of vice-president;
001.02 In the case of a partnership, by a general partner;
001.03 In the case of a sole partnership, by a general partner; and
001.04 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official."

** The qualifications and responsibilities for the "authorized representative" are set forth in NDEQ Title 119 Chapter 10.002:

"All other correspondence, reports and DMR's shall be signed by a person designated in 001.01 through 001.04 above or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 001.01 through 001.04 above; and the written authorization is submitted to the Director."

Submit the completed form to:

Mail Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
PO Box 98922
Lincoln, NE 68509-8922

Location Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
1200 'N' Street, The Atrium, Suite 400
Lincoln, NE 68509

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P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186

E. Benjamin Nelson
Governor

NPDES Form CSW-END - Notice of Completion of Construction Activity

This form may be used to fulfill the requirements of Section C.7.b of the NPDES general permit for storm water discharges from construction sites, NER100000. This notice should be submitted when 95% of a permitted construction site has been stabilized with perennial vegetation or other permanent cover. Coverage under the permit is typically terminated 180 days after 95% of the site is stabilized (See permit Section B.4.a).

NPDES Permit Identification Number: NER 1 0 ____ ____ ____ ____

Facility Name: _____

Facility Location: _____

Date when 95% of the area of the site was stabilized: _____

Proposed date for ending permit coverage: ** _____

** Must be at least 180 days after the date when 95% of the site was stabilized.

_____ _____
Signature of Authorized Representative or Cognizant Official ** Date

_____ _____
Printed Name Title

** The qualifications and responsibilities of the "cognizant official" are set forth below and in NDEQ Title 119 Chapter 10.001:

All permit applications submitted to the Department shall be signed:
001.01 In the case of corporation, by a principal executive officer of at least the level of vice-president;
001.02 In the case of a partnership, by a general partner;
001.03 In the case of a sole partnership, by a general partner; and
001.04 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official."

** The qualifications and responsibilities for the "authorized representative" are set forth in NDEQ Title 119 Chapter 10.002:

"All other correspondence, reports and DMR's shall be signed by a person designated in 001.01 through 001.04 above or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 001.01 through 001.04 above; and the written authorization is submitted to the Director."

Submit the completed form to:

Mail Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
PO Box 98922
Lincoln, NE 68509-8922

Location Address:
Permits and Compliance Section
Nebraska Department of Environmental Quality
1200 'N' Street, The Atrium, Suite 400
Lincoln, NE 68509

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SECTION 01670

RECYCLED / RECOVERED MATERIALS

12/01

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-- End of Section Table of Contents --

SECTION 01670

RECYCLED / RECOVERED MATERIALS

12/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials

1.2 OBJECTIVES

Government procurement policy is to acquire, in a cost effective manner, items containing the highest percentage of recycled and recovered materials practicable consistent with maintaining a satisfactory level of competition without adversely affecting performance requirements or exposing suppliers' employees to undue hazards from the recovered materials. The Environmental Protection Agency (EPA) has designated certain items which must contain a specified percent range of recovered or recycled materials. EPA designated products specified in this contract comply with the stated policy and with the EPA guidelines. The Contractor shall make all reasonable efforts to use recycled and recovered materials in providing the EPA designated products and in otherwise utilizing recycled and recovered materials in the execution of the work.

1.3 EPA DESIGNATED ITEMS INCORPORATED IN THE WORK

Various sections of the specifications contain requirements for materials that have been designated by EPA as being products which are or can be made with recovered or recycled materials. These items, when incorporated into the work under this contract, shall contain at least the specified percentage of recycled or recovered materials unless adequate justification (non-availability) for non-use is provided. When a designated item is specified as an option to a non-designated item, the designated item requirements apply only if the designated item is used in the work.

1.4 EPA PROPOSED ITEMS INCORPORATED IN THE WORK

Products other than those designated by EPA are still being researched and are being considered for future Comprehensive Procurement Guideline (CPG) designation. It is recommended that these items, when incorporated in the work under this contract, contain the highest practicable percentage of recycled or recovered materials, provided specified requirements are also met.

1.5 EPA LISTED ITEMS USED IN CONDUCT OF THE WORK BUT NOT INCORPORATED IN

THE WORK

There are many products listed in 40 CFR 247 which have been designated or proposed by EPA to include recycled or recovered materials that may be used by the Contractor in performing the work but will not be incorporated into the work. These products include office products, temporary traffic control products, and pallets. It is recommended that these non-construction products, when used in the conduct of the work, contain the highest practicable percentage of recycled or recovered materials and that these products be recycled when no longer needed.

-- End of Section --

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SECTION 01781

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12/01

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SECTION 01781

OPERATION AND MAINTENANCE DATA
12/01

PART 1 GENERAL

1.1 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01330, "Submittal Procedures."

1.1.1 Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.1.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.

1.1.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

1.2 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.2.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation:

1.2.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.2.1.2 Operator Prestart

Include procedures required to set up and prepare each system for use.

1.2.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.

1.2.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.2.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.2.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.2.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

1.2.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

1.2.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

a. A table showing recommended lubricants for specific temperature ranges and applications.

b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.

c. A Lubrication Schedule showing service interval frequency.

1.2.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and

procedures for each separate operation.

1.2.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs.

1.2.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

1.2.3.2 Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.

1.2.3.3 Maintenance and Repair Procedures

Include instructions and alist of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.2.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.2.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.2.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.2.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.2.6 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.2.6.1 Warranty Information

List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

1.2.6.2 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.2.6.3 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.2.6.4 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

1.3 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:

1.3.1 Data Package 1

a. Safety precautions

b. Maintenance and repair procedures

c. Warranty information

d. Contractor information

e. Spare parts and supply list

1.3.2 Data Package 2

a. Safety precautions

b. Normal operations

c. Environmental conditions

d. Lubrication data

e. Preventive maintenance plan and schedule

f. Maintenance and repair procedures

g. Removal and replacement instructions

h. Spare parts and supply list

i. Parts identification

j. Warranty information

k. Contractor information

1.3.3 Data Package 3

a. Safety precautions

b. Normal operations

c. Emergency operations

d. Environmental conditions

e. Lubrication data

f. Preventive maintenance plan and schedule

g. Troubleshooting guides and diagnostic techniques

h. Wiring diagrams and control diagrams

i. Maintenance and repair procedures

j. Removal and replacement instructions

k. Spare parts and supply list

l. Parts identification

m. Warranty information

n. Testing equipment and special tool information

o. Contractor information

1.3.4 Data Package 4

a. Safety precautions

b. Operator prestart

c. Startup, shutdown, and post-shutdown procedures

d. Normal operations

e. Emergency operations

f. Operator service requirements

g. Environmental conditions

h. Lubrication data

i. Preventive maintenance plan and schedule

j. Troubleshooting guides and diagnostic techniques

k. Wiring diagrams and control diagrams

l. Maintenance and repair procedures

m. Removal and replacement instructions

n. Spare parts and supply list

o. Corrective maintenance man-hours

p. Parts identification

q. Warranty information

r. Personnel training requirements

s. Testing equipment and special tool information

t. Contractor information

1.3.5 Data Package 5

a. Safety precautions

b. Operator prestart

c. Start-up, shutdown, and post-shutdown procedures

d. Normal operations

e. Environmental conditions

f. Preventive maintenance plan and schedule

g. Troubleshooting guides and diagnostic techniques

h. Wiring and control diagrams

i. Maintenance and repair procedures

j. Spare parts and supply list

k. Testing equipments and special tools

l. Warranty information

m. Contractor information

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

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SECTION 02210

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12/88

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SECTION 02210

GRADING
12/88

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963; R 1990) Particle-Size Analysis of Soils
ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2216	(1992) Laboratory Determination of Water (Moisture) Content of Soil, and Rock
ASTM D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2488	(1993) Description and Identification of Soils(Visual-Manual Procedure)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1996) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.2 DEFINITIONS

1.2.1 Suitable Materials

Suitable materials are materials that classify according to ASTM D 2487 as GW, GP, GC, GM, SW, SC, SM, CL, and ML. Lime and flyash shall also be considered as suitable materials when used as stabilizing agents.

1.2.2 Unsuitable Materials

Unsuitable materials include all materials that are not defined above as suitable materials. In addition, unsuitable materials are materials that classify according to ASTM D 2487 as MH, OH, CH, Pt, SP, and OL. Unsuitable materials also include all material that contains debris, refuse, roots, organic matter, frozen material, fine grained sedimentary rocks (i.e., shale, claystone, siltstone, mudstone, and marl) even though they may be intensely weathered, contamination from hazardous, toxic, biological or radiological substances, stone having a maximum dimension larger than 3 inches in any dimension, or other materials that are determined by the Contracting Officer as unsuitable for providing a stable subgrade or stable foundation for pavement. Otherwise suitable material which has excess moisture content shall not be classified as unsuitable material unless it cannot be dried by manipulation, aeration, or blending with other materials as determined by the Contracting Officer.

1.2.3 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 and SM will be identified as cohesionless only when the fines are nonplastic.

1.2.4 Expansive Soils

Expansive soils are defined as soils that have a plasticity index greater than 24 and a liquid limit greater than 49 when tested in accordance with ASTM D 4318.

1.2.5 Non-expansive Soils

Non-expansive soils are defined as soils with a plasticity index less than or equal to 24 and a liquid limit less than or equal to 49 when tested in accordance with ASTM D 4318.

1.2.6 Acceptable Topsoil

Acceptable topsoil is defined as selectively excavated natural, friable soil that is representative of soils in the vicinity that produce heavy growths of crops, grass or other vegetation and is reasonably free from underlying subsoil, clay lumps, objectionable weeds, litter, brush, matted roots, toxic substances or any material that might be harmful to plant growth or be a hindrance to grading, planting or maintenance operations. Soil from ditch bottoms, drained ponds, eroded areas, or soil which is excessively wet or saturated is not acceptable. Topsoil shall not contain more than five percent by volume of stones, stumps or other objects larger than 1 inch in any dimension for field seeded areas and 1/2 inch in any dimension for lawn seeded areas. Topsoil shall not be excessively acid or alkaline (pH value 6.0 to 7.5). Topsoil shall contain 5 to 20 percent organic matter as determined by the organic carbon 6A chemical analysis method described in USDA Soil Survey Investigation Report No. 1. Topsoil shall be approved by the Contracting Officer. See Section 02921A SEEDING and Section 02922A SODDING for additional requirements.

1.2.7 Spot Subgrade Reinforcement Material

Spot subgrade reinforcement material includes sound, tough, durable crushed stone, slag or gravel, consisting of pieces varying from 1 inch to 3-1/2

inches in diameter, or other approved material, with necessary filler. When a finer material is necessary for filler, broken stone chips, screened gravel, or sand may be used to completely fill all voids.

1.2.8 Pavements

Pavements shall include all roads, walk areas, graveled parking or walk areas, or any other type of surfaced area for driving or walking.

1.2.9 Standard Frame and Grate or Cover

Standard frame and grate or cover shall mean heavy-duty type frame and grate or cover as a minimum.

1.2.10 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittal

Disposal Facility; G-AO.

Location of disposal facility and appropriate documentation.

SD-06 Test Reports

Field Testing Control

Suitable Materials

Certified test reports and analysis certifying that the suitable materials proposed for use at the project site conform to the specified requirements, and for all tests conducted in accordance with paragraph FIELD TESTING CONTROL.

Borrow material; G-AO.

For each type of material the following tests shall be performed:

Compaction curve, ASTM D 1557

Liquid limit, ASTM D 4318

Plastic limit, ASTM D 4318

Insitu moisture content, ASTM D 2216

Visual description of material, ASTM D 2488

Particle-size analysis, ASTM D 422

Soil classification, ASTM D 2487

SD-07 Certificates

Field Testing Control; G-AO.

Qualifications of the commercial testing laboratory who will be performing all testing in accordance with paragraph FIELD TESTING CONTROL.

PART 2 PRODUCTS

2.1 BORROW MATERIAL

Borrow material shall be selected to meet requirements and conditions of the particular fill for which it is to be used. Necessary clearing, grubbing, disposal of debris, and satisfactory drainage of borrow pits shall be performed by the Contractor as incidental operations to the borrow excavation.

2.1.1 Selection

Borrow materials shall be obtained from sources outside the limits of Government-controlled land. Borrow materials shall be subject to approval. The source of borrow material shall be the Contractor's responsibility. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, shall pay all royalties and other charges involved, and shall bear all the expense of developing the sources, including rights-of-way for hauling.Spot subgrade reinforcement material shall be obtained from approved sources outside the limits of Government-controlled land at the Contractor's expense.

2.1.2 Borrow Pits

Except as otherwise permitted, borrow pits shall be excavated to afford adequate drainage. Overburden and other spoil material shall be disposed of or used for special purposes. Borrow pits shall be neatly trimmed after the excavation is completed.

PART 3 EXECUTION

3.1 CONSERVATION OF TOPSOIL

Topsoil shall be removed 4 inches, without contamination with subsoil, and stockpiled convenient to areas for later application or at locations specified. Topsoil shall be removed and stored separate from other excavated materials and piled free of roots, stones, and other undesirable materials. Any surplus of topsoil from excavations and grading shall be removed from the site.

3.2 EXCAVATION

Excavation of every description, regardless of material encountered, within the grading limits of the project shall be performed to the lines and grades indicated including removal of existing bituminous surface course, concrete pavement and integral curb, pavement subcourses to the full depth, concrete walk, culverts, storm drains, subdrains, and storm drain and subdrain structures. Suitable excavated material shall be transported to and placed in fill areas within the limits of the work. Unsuitable material encountered within the limits of the work shall be excavated below the grade shown and replaced with suitable material as directed. Such material excavated and the selected material ordered as replacement will be paid for by an equitable adjustment of the contract price under the clause of the CONTRACT CLAUSES of the contract entitled "Changes." Unsuitable material and surplus excavated material not required for fill shall be disposed of by the Contractor at his own expense and responsibility outside the limits of Government-controlled land. Disposal of materials outside Government-controlled lands shall be in accordance with federal, state, and local regulations. The location of any disposal facility located outside of the limit of Government-controlled lands shall be submitted to the Contracting Officer prior to removal from the project site. The Contractor shall submit documentation from the disposal facility to verify that it is licensed to accept the material. No material shall be removed from the project site without prior approval from the Contracting Officer. The Contractor shall notify the Contracting Officer if any material to be disposed of is found to contain hazardous, toxic, biological or radiological substances. During construction, excavation and filling shall be performed in a manner and sequence that will utilize all suitable material from required excavation prior to obtaining material from borrow and will provide drainage at all times. Material required for fills in excess of that produced by excavation within the grading limits shall be excavated from approved areas selected by the Contractor, and approved by the Contracting Officer as specified below.

3.3 EXCAVATION OF DITCHES

Ditches shall be cut accurately to the cross sections and grades indicated. All roots, stumps, rock and foreign matter in the sides and bottom of ditches shall be cut to conform to the slope, grade, and shape of the section shown. Care shall be taken not to excavate ditches below the grades indicated. Excessive ditch excavation shall be backfilled to grade with suitable, thoroughly compacted material as directed. All ditches excavated under this section shall be maintained until final acceptance of the work. Suitable material excavated from ditches shall be placed in fill areas as directed. Unsuitable and excess excavated material shall be disposed of as specified above. No excavated material shall be deposited closer than 3 feet from the edges of the ditches.

3.4 UTILIZATION OF EXCAVATED MATERIALS

Suitable material removed from required excavation under this section and any excess material from building excavation shall be utilized in the formation of embankments, shoulders, slopes, bedding, backfill for culverts and other structures, and for such other purposes as directed. No excavated material shall be wasted without the authorization of the Contracting Officer. Material authorized to be wasted shall be disposed of as directed and in such manner as not to obstruct the flow characteristics of any stream or to impair the efficiency or appearance of any structure. No excavated material shall be deposited at any time in a manner that may

endanger a partly finished structure by direct pressure, by overloading banks contiguous to the operations, or that may in any other way be detrimental to the completed work.

3.5 BACKFILL ADJACENT TO STRUCTURES

Backfill adjacent to structures shall be placed and compacted uniformly in such manner as to prevent wedging action or eccentric loading upon or against the structures. Slopes bounding or within areas to be backfilled shall be stepped or serrated to prevent sliding of the fill. During backfilling operations and in the formation of embankments, equipment that will overload the structure in passing over and compacting these fills shall not be used. Backfill for culverts,storm drainsand subdrains, including the bedding, shall conform to the additional requirements as specified in Section 02630A STORM-DRAINAGE SYSTEM and Section 02620A SUBDRAINAGE SYSTEM. Backfill for structures other than culverts,storm drainsandsubdrains shall conform to the additional requirements in Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS and Section 02315A EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS.

3.6 PREPARATION OF GROUND SURFACE FOR FILL

All vegetation, such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetable matter, rubbish, and other unsuitable material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will unsuitable material remain in or under the fill area. Stumps, logs and roots more than 1-1/2 inch in diameter shall be excavated and removed to a depth not less than 18 inches below the original ground surface. Sloped ground surfaces steeper than one vertical to four horizontal on which fill is to be placed shall be plowed, stepped, or broken up, as directed, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted fill is to be placed shall be wetted or dried as may be required to obtain the specified moisture content and density.

3.7 FILLS AND EMBANKMENTS

Fills and embankments herein designated as fills shall be constructed at the locations and to lines and grades indicated on the drawings. The completed fill shall correspond to the shape of the typical sections shown on the drawings and shall meet the requirements of the particular case. Suitable material removed from the excavation shall be used in forming the necessary fill. Where otherwise suitable material is too wet, it shall be aerated or dried to provide the moisture content specified for compaction. The material shall be placed in successive horizontal layers of 8 inches to 12 inches in loose depth for the full width of the cross section, and compacted. Each layer shall be compacted before the overlaying lift is placed.

3.8 COMPACTION

Compaction shall be accomplished by means specified and to the following densities for various parts of the work. Deficiencies in construction shall be corrected by the Contractor at no additional cost to the Government.

3.8.1 Over-all or Overlot Areas

Each layer of fills constructed under this section except for topsoil shall be compacted to at least 90 percent of the maximum density as determined in paragraph Degree of Compaction. Cohesive soils shall be at a moisture content between 1 percent below and 4 percent above optimum moisture when compacted. Cohesionless soils shall be compacted at a moisture content as required to facilitate compaction without bulking.

3.8.2 Areas to Receive Pavements

All fills for paved areas shall be compacted as specified for OVER-ALL OR OVERLOT AREAS, with the following exception. The upper layer forming the subgrade for pavementsin both cut and fill areas, shall be compacted to at least 95 percent of maximum density as determined in paragraph Degree of Compaction.

3.8.2.1 Subgrade Preparation

The subgrade shall be shaped to line, grade and cross section with approved compaction equipment so as to provide a minimum compacted subgrade thickness of 12 inches. This operation shall include any reshaping, aeration, wetting, or drying required. The subgrade in cut sections shall be scarified and excavated for the full depth of compacted subgrade indicated on the drawings, and the excavated material shall be windrowed and bladed successively until thoroughly blended, then relaid and compacted. The subgrade in fill sections shall be windrowed and bladed successively until thoroughly blended, then compacted. The moisture content of cohesive soils shall be adjusted within the range 1 percent below to 3 percent above optimum moisture when compacted. Cohesionless soils shall be compacted as required to facilitate compaction without bulking. All unsuitable material shall be removed and replaced with suitable material from excavation or borrow or, if so directed, with spot subgrade reinforcement material, all as approved by the Contracting Officer. Spot subgrade reinforcement, if required, will be paid for by an equitable adjustment of the contract price under the clause Entitled "Changes" of the CONTRACT CLAUSES. All boulders or ledge stone encountered in the excavation shall be removed or broken off to a depth of not less than 6 inches below the subgrade. The resulting area and all other low sections, holes, or depressions shall be brought to the required grade with suitable material and the entire subgrade shaped to line, grade and cross section and thoroughly compacted as herein provided. Subgrade compaction shall be extended to include the shoulders.

3.8.2.2 Spot Subgrade Reinforcement

The use of spot subgrade reinforcement material shall be at the direction of and subject to the approval of the Contracting Officer. Unsuitable subgrade materials shall be removed, the bottom of the resulting excavation shaped uniformly and compacted firmly to the density specified for subgrade, and the required provisions for adequate drainage shall be made. The subgrade reinforcement material shall then be placed in the prepared excavation, in layers of not more than 8 inches, which shall be spread and rammed until level with the surrounding subgrade surface. The voids shall then be filled with necessary finer selected material and the area rolled, or tamped if inaccessible to the roller. The filling and rolling or tamping shall be continued until the entire mass is thoroughly compacted to not less than the density of the surrounding or adjacent areas. The surface shall be finished to conform accurately to the grade and cross section shown on the drawings.

3.9 PLACING TOPSOIL

All ground areas disturbed by construction under this contract and not built over, paved or otherwise surfaced shall be topsoiled.

3.9.1 Clearing

Prior to placing topsoil, vegetation shall be removed from the area and the ground surface cleared of all other materials that would hinder proper grading, tillage or subsequent maintenance operations.

3.9.2 Grading

Previously constructed grades shall be repaired if necessary so that the areas to be topsoiled shall conform to the section indicated on the drawings upon completion of topsoil placement.

3.9.3 Tillage

Subsequent to the above grading, the areas to be top-soiled shall be thoroughly scarified by approved means to a depth of at least 3 inches for bonding of topsoil with subsoil. The work shall be performed only during periods when beneficial results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work will be stopped by the Contracting Officer and shall be resumed only when directed. Undulations or irregularities in the surface that would interfere with further construction operations or maintenance shall be leveled before the next specified operation.

3.9.4 Placing Topsoil

Topsoil shall be uniformly distributed on the designated areas and evenly spread to a minimum thickness of 4 inches~\. Spreading shall be performed in such manner that planting can proceed with little additional soil preparation or tillage. The resulting surface shall meet the finish surface requirements specified in the following paragraph: FINISHED EXCAVATION, FILLS AND EMBANKMENTS. Topsoil shall not be placed when the subgrade is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or the proposed planting.

3.10 FIELD TESTING CONTROL

3.10.1 Sampling and Testing

All quality control sampling and testing shall be performed by the Contractor in accordance with Section 01451A CONTRACTOR QUALITY CONTROL and as specified herein.

3.10.2 Moisture-Density Determinations

Tests for determination of maximum density and optimum moisture shall be performed by the Contractor in accordance with ASTM D 1557, except that a mechanical tamper may be used provided the results are correlated with those obtained with the referenced hand tamper. Samples shall be representative of the materials to be placed. An optimum moisture-density curve shall be obtained for each principal type of material or combination of materials encountered or utilized. Results of these tests shall be the basis of control for compaction. The above testing shall include Atterberg

limits, grain size determinations and specific gravity. A copy of these tests shall be furnished to the Contracting Officer with the construction quality control daily report.

3.10.3 Density Control

The Contractor shall adequately control his compaction operations by tests made in accordance with any of the following methods: ASTM D 1556, ASTM D 2167, or ASTM D 2922 and ASTM D 3017 to insure placement of materials within the limits of densities specified. The Contractor shall obtain a service permit to use radiation producing machinery or radioactive materials in accordance with Section 01400 SPECIAL SAFETY REQUIREMENTS FOR DEMOLITION AND RENOVATION. 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 ASTM D 2922. 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 the 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, at intervals as directed by the Contracting Officer. If ASTM D 2922 is used for field density control, there should be at least one test performed according to ASTM D 1556 per every 10 tests performed according to ASTM D 2922-\ for correlation of test results. One test shall be made for each 3,000 sq yds. or less for each layer of specified depth, except areas to receive pavements, for which one test shall be made for each sq yds or less for each layer. Additional tests shall be made as necessary. All test results shall be made available to the Contracting Officer. Acceptance tests may be made by the Government for verification of compliance; however, the Contractor shall not depend on such tests for his control of operations. Deficiencies in construction shall be corrected by the Contractor at no additional cost to the Government.

3.11 FINISHED EXCAVATION, FILLS, AND EMBANKMENTS

All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations, except as otherwise specified. The finished surface shall be not more than 0.15 foot above or below the established grade or approved cross section and shall be free of depressed areas where water would pond. All ditches shall be finished so as to drain readily. The surface of embankments or excavated areas for road construction or other areas to be paved on which a base course or pavement is to be placed shall not vary more than 0.05 foot from the established grade and approved cross section.

3.12 PROTECTION

During construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along the subgrade shall be maintained in such manner as to drain effectively at all times. Where ruts occur in the subgrade, the subgrade shall be brought to grade, reshaped if required, and recompacted prior to the placing of surfacing. The storage or stockpiling of materials on the subgrade will not be permitted. No surfacing shall be laid until the subgrade has been checked and approved, and in no case shall any surfacing be placed on a muddy subgrade or on one containing frost.

Newly graded areas shall be protected from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the environmental protection requirements of the contract.

3.12.1 Protection of Existing Service Lines and Utilities Structures

Existing utility lines that are shown on the drawings, or the locations of which are made known to the Contractor prior to excavation that are to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired by the Contractor at his expense. In the event that the Contractor damages any existing utility lines that are not shown, or the locations of which are not made known to the Contractor, report thereof shall be made immediately to the Contracting Officer. If determined that repairs are to be made by the Contractor, such repairs will be made in accordance with the clause Entitled "Changes" of the CONTRACT CLAUSES. When utility lines that are to be removed or relocated are encountered within the area of operations, the Contractor shall notify the Contracting Officer in ample time for the necessary measures to be taken to prevent interruption of the service.

3.13 ADJUSTMENT OF EXISTING STRUCTURES

All manholes, valve boxes, or inlets of any nature within the project that do not conform to the new finish grade in either surfaced or unsurfaced areas shall be adjusted to the new finish grade. Where inlets, manholes, or valve boxes fall within a surfaced or unpaved roadway or parking, the existing frames and cover shall be removed and replaced with a heavy-duty frame and cover. The structure shall be adjusted as needed to fit the new conditions. All structures shall be of a type suitable for the intended use and shall conform to the requirements of the applicable section of these specifications.

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SECTION 02220

DEMOLITION
05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6	(1990) Safety Requirements for Demolition Operations

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI Guideline K	(1997) Containers for Recovered Fluorocarbon Refrigerants

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61-SUBPART M	National Emission Standard for Asbestos
40 CFR 82	Protection of Stratospheric Ozone; Refrigerant Recycling
49 CFR 173.301	Shipment of Compressed Gas Cylinders

U.S. DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25	(June 2000) Storage and Handling of Liquefied and Compressed Gases and Their Full and Empty Cylinders

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M	Requisitioning and Issue Procedures
MIL-STD-129	(Rev. N) Marking for Shipment and Storage

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 GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulations inside or outside the building. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G-AO

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

SD-07 Certificates

Demolition plan; G-AO

Notifications; G-AO

Notification of Demolition and Renovation forms; G-AO

Submit proposed demolition and removal procedures to the Contracting Officer for approval before work is started.

SD-11 Closeout Submittals

Receipts

1.4 REGULATORY AND SAFETY REQUIREMENTS

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with ANSI A10.6.

1.4.1 Notifications

Furnish timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61-SUBPART M. Notify the Regional Office of the United States Environmental Protection Agency (USEPA) and the Contracting Officer in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61-SUBPART M.

1.5 DUST CONTROL

Prevent the spread of dust to occupied portions of the building and avoid the creation of a nuisance in the surrounding area. Do not use water if

it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to aircraft.

1.6 PROTECTION

1.6.1 Traffic Control Signs

Where aircraft safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Contracting Officer prior to beginning such work.

1.6.2 Existing Work

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.6.3 Weather Protection

For portions of the building to remain, protect building interior and materials and equipment from the weather at all times.

1.6.4 Facilities

Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, of lateral support until demolished, unless directed otherwise by the Contracting Officer. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.6.5 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.7 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.8 FOREIGN OBJECT DAMAGE (FOD)

Aircraft and aircraft engines are subject to FOD from debris and waste material lying on airfield pavements. Remove all such materials that may appear on operational aircraft pavements due to the Contractor's operations. If necessary, the Contracting Officer may require the Contractor to install a temporary barricade at the Contractor's expense to control the spread of FOD potential debris. The barricade shall consist of a fence covered with a fabric designed to stop the spread of debris; anchor the fence and fabric to prevent displacement by winds or jet/prop blasts. Remove barricade when no longer required.

1.9 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the Contracting Officer.

1.10 Required Data

Demolition plan shall include procedures for coordination with other work in progress, a disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.11 Environmental Protection

The work shall comply with the requirements of Section 01355A ENVIRONMENTAL PROTECTION.

1.12 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

3.1.1 Utilities and Related Equipment

Remove existing utilities , as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Contracting Officer. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area. If utility lines are encountered that are not shown on drawings, contact the Contracting Officer for further instructions.

3.1.2 Masonry

Sawcut and remove masonry so as to prevent damage to surfaces to remain .

3.1.3 Concrete

Saw concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

3.1.4 Patching

Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish. Patching shall be as specified and indicated, and shall include:

a. Holes and depressions caused by previous physical damage or left as a result of removals in existing masonry walls to remain shall be completely filled with an approved masonry patching material, applied in accordance with the manufacturer's printed instructions.

3.1.5 Air Conditioning Equipment

Recover all refrigerants prior to removing air conditioning equipment and dispose of in accordance with the paragraph entitled "Disposal of Ozone Depleting Substance (ODS)."

3.1.6 Cylinders and Canisters

Remove all fire suppression system cylinders and canisters and dispose of in accordance with the paragraph entitled "Disposal of Ozone Depleting Substance (ODS)."

3.1.7 Locksets on Swinging Doors

The Contractor shall remove all locksets from all swinging doors indicated to be removed and disposed of. Contractor shall give the locksets to the Contracting Officer after their removal.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting

Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.2.2 Disposal of Ozone Depleting Substance (ODS)

Class I and Class II ODS are defined in Section, 602(a) and (b), of The Clean Air Act. Prevent discharge of Class I and Class II ODS to the atmosphere. Place recovered ODS in cylinders meeting ARI Guideline K suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling. Recovered ODS shall be remove from Government property and dispose of in accordance with 40 CFR 82. Products, equipment and appliances containing ODS in a sealed, self-contained system (e.g. residential refrigerators and window air conditioners) shall be disposed of in accordance with 40 CFR 82.

3.2.2.1 Special Instructions

Each container shall have in it no more than one type of ODS. A warning/hazardous label shall be applied to the containers in accordance with Department of Transportation regulations. All cylinders including but not limited to fire extinguishers, spheres, or canisters containing an ODS shall have a tag with the following information:

a. Activity name and unit identification code

b. Activity point of contact and phone number

c. Type of ODS and pounds of ODS contained

d. Date of shipment

3.2.3 Transportation Guidance

Shipment of all ODS containers shall be in accordance with MIL-STD-129, DLA 4145.25 (also referenced one of the following: Air Force Regulation 67-12, 49 CFR 173.301, and DOD 4000.25-1-M.

3.3 CLEANUP

3.3.1 Debris and Rubbish

Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

-- End of Section --

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11/97

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SECTION 02226

REMOVAL AND SALVAGE OF MATERIALS FROM EXISTING BUILDING
11/97

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The work includes removal and salvage of identified items and materials, and removal of resulting rubbish and debris. General demolition of materials and removal of resulting rubbish and debris shall comply with the requirements of Section 02220 DEMOLITION. Materials to be salvaged or recycled shall be stored daily in areas and manner specified by the Contracting Officer. In the interest of conservation, salvage and recycling shall be pursued to the maximum extent possible.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G-AO.

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged or recycled, dust control, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

1.3 QUALIFICATIONS

The Contractor shall provide qualified workers trained and experienced in whole-building recycling, including removal and salvage of materials and shall submit documentation of five consecutive years of work of this type. A list of similar projects shall be provided identifying when, where, and for whom the work was done. A current point-of-contact for identified references shall be provided.

1.4 DUST CONTROL

The amount of dust resulting from removal, salvage and demolition operations shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water to control dust will not be permitted when it will result in, or create, damage to existing building materials and hazardous or objectionable conditions such as ice, flooding and

pollution.

1.5 PROTECTION

1.5.1 Protection of Existing Property

Before beginning any removal, salvage or demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items that are to remain in place, to be reused, or to remain the property of the Government. Items damaged by the Contractor shall be repaired and restored to original condition, or replaced, as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing and supports, as required. The Contractor shall ensure that structural elements are not overloaded and shall provide additional supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.2 Protection From the Weather

The interior of building shall be protected from the weather at all times.

1.5.3 Environmental Protection

The work shall comply with the requirements of Section 13280 ASBESTOS ABATEMENT.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SALVAGED ITEMS

Contractor shall salvage items to the maximum extent possible. Prior to any demolition work, items to be salvaged shall be removed. Removal of salvageable items shall be accomplished by hand labor to the maximum extent possible. Care shall be taken to not damage portions of the structure to remain. Furnishings, equipment, and materials not scheduled for salvage or recycling shall be removed prior to any salvaging procedures. Contractor shall keep a complete recording of all salvaged materials including the condition of such materials before, and after, salvage operations.

3.1.1 Mechanical Equipment

The mechanical equipment shall be removed intact and salvaged for reuse: Boilers and other mechanical equipment necessary to maintain heat to the existing control tower in Building #306 shall be moved to new location indicated on the drawings.

3.1.2 Electrical Equipment

The following electrical fixtures and equipment shall be removed intact and salvaged: All electrical equipment needed for operation of boiler.

3.2 RECYCLED MATERIALS

Contractor shall recycle materials to the maximum extent possible. Removal of recyclable materials shall be accomplished by hand labor wherever

possible. Portions of the structure to remain and items identified for salvage shall not be damaged while removing materials for recycling. The following materials shall be recycled: dimension lumber, scrap wood paper and cardboard and metals.

3.3 DISPOSITION OF MATERIALS

Title to materials and equipment to be demolished, except Government and using service salvage items, is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

3.3.1 Material Salvaged for the Contractor

Material salvaged for the Contractor shall be temporarily stored as approved by the Contracting Officer and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.

3.3.2 Items Salvaged for Re-installation

The following items reserved as property of the using service will be removed and installed in the new Fire Station: Gas ranges, refrigerators as indicated on the drawings.

3.4 CLEAN-UP

Upon completion of the work, portions of structure to remain and adjacent areas shall be cleaned of dust, dirt, and debris caused by demolition operations. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

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08/98

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SECTION 02315A

EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS
08/98

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 D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
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
ASTM D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996el) 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)

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 1557, abbreviated as percent laboratory maximum density.

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-06 Test Reports

Testing; G-AO

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,, 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 man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and 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 Select Material

Select Material shall consist of natural sand and gravel, crushed rock, manufactured sand or quarry fines. The material shall have a maximum particle size of 1-inch and contain between 15 and 50 percent passing a No. 200 square mesh sieve. The portion passing the No. 40 sieve shall hae a plasticity index of less than 12.

2.1.5 Nonfrost Susceptible (NFS) Material

Nonfrost susceptible material shall be a uniformly graded washed sand with a maximum particle size of 1 inch and less than 5 percent passing the No. 200 size sieve, and with not more than 3 percent by weight finer than 0.02 mm grain size.

2.2 CAPILLARY WATER BARRIER

Capillary Water Barrier shall consist of clean, crushed, nonporous rock, crushed gravel, or uncrushed gravel. The maximum particle size shall be 1-1/2 inches and no more than 2 percent by weight shall pass the No. 4 size sieve.

PART 3 EXECUTION

3.1 CLEARING AND GRUBBING

Clearing and grubbing is specified in Section 02210 GRADING. 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. Excess topsoil shall be disposed as specified for excess excavated material.

3.3 EXCAVATION

Excavation shall conform to the dimensions and elevations indicated for each building, structure, and footing except as specified, and shall include trenching for utility and foundation drainage systems to a point 5 feet beyond the building line of each building and structure, Excavation shall extend a sufficient distance from walls and footings to allow for placing and removal of forms. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory material encountered below the grades shown shall be removed as directed and replaced with satisfactory material; and payment will be made in conformance with the CHANGES clause of the CONTRACT CLAUSES. Satisfactory material removed below the depths indicated, without specific direction of the Contracting Officer, shall be replaced, at no additional cost to the Government, with satisfactory materials to the indicated excavation grade. 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 excavation 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.

3.4.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to

maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 2 feet below the working level.

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. Protection measures shall be in compliance with 29 CFR 1926 Subpart P and all other applicable Corps and State regulations.

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 utilities systems and 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.

3.9 BORROW

Where satisfactory materials are not available in sufficient quantity from required excavations, approved materials shall be obtained as specified in Section 02210 GRADING.

3.10 EXCAVATED MATERIALS

Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required under this section or shall be separately stockpiled if it cannot be readily placed. Satisfactory material in excess of that required for the permanent work and all unsatisfactory material shall be disposed of as specified outside the limits of Government-controlled land.

3.11 FINAL GRADE OF SURFACES TO SUPPORT CONCRETE

Excavation to final grade shall not be made until just before concrete is to be placed. Approximately level surfaces shall be roughened, and sloped surfaces shall be cut as indicated into rough steps or benches to provide a satisfactory bond.

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 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to plus or minus _2 percent of optimum moisture . Minimum subgrade density shall be as specified in paragraph FILLING AND BACKFILLING.

3.13 FILLING AND BACKFILLING

Satisfactory materials shall be used in bringing fills and backfills to the lines and grades indicated and for replacing unsatisfactory materials. Select material shall be placed below footings and slabs as indicated on the contract drawings. Satisfactory materials shall be placed in horizontal layers not exceeding 8 inches in loose thickness, or 6 inches when hand-operated compactors are used. After placing, each layer 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, underground utilities systems have been inspected, tested and approved, forms removed, and the excavation cleaned of trash and debris. Backfill shall be brought to indicated finish grade. Backfill shall not be placed in wet or frozen areas. Where pipe is coated or wrapped for protection against corrosion, the backfill material up to an elevation 2 feet above sewer lines and 1 foot above other utility lines shall be free from stones larger than 1 inch in any dimension. Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation or retaining walls than a distance equal to the height of backfill above the top of footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the material being compacted. Backfill shall be placed carefully around pipes or tanks to avoid damage to coatings, wrappings, or tanks. Backfill shall not be placed against foundation walls prior to 7 days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall. Each layer of fill and backfill shall be compacted to not less than the percentage of maximum density specified below:

	Percent Laboratory maximum density	
	Cohesive material	Cohesionless material
Fill, embankment, and backfill		
Under structures, building slabs, steps, paved areas, around footings, and in trenches	90	95

	Percent Laboratory maximum density	
	Cohesive material	Cohesionless material
Under sidewalks and grassed areas	85	90
Nonfrost susceptible materials		95
Subgrade		
Under building slabs, steps, and paved areas, top 12 inches	90	95
Under sidewalks, top 6 inches	85	90

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 thereon. Recompaction over underground utilities and heating lines shall be by hand tamping.

3.14 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 1556, 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. ASTM D 2937 shall be used only for soft, fine-grained, cohesive soils. The following number of tests, if performed at the appropriate time, shall be the minimum acceptable for each type operation.

3.14.1 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 of Subgrades

One test per 4000square foot or fraction thereof.

3.14.1.2 In-Place Density of Fills and Backfills

One test per _2500 square foot or fraction thereof of each lift for fill or backfill areas compacted by other than hand or hand-operated machines. The density for each lift of fill or backfill materials for trenches, pits, building perimeters or other structures or areas less than 6 feet in width, which are compacted with hand or hand-operated machines shall be tested as follows: One test per each area less than 750 square feet, or one test for each100 linear feett of long narrow fills 75 feet or more in length. If ASTM D 2922 is used, in-place densities shall be checked by ASTM D 1556 as follows: One check per lift for each 500 linear feet of long narrow fills, and a minimum of 1 check per lift for other fill and backfill areas.

3.14.2 Moisture Content

In the stockpile, excavation or borrow areas, a minimum of two tests per day per type of material or source of materials being placed is required during stable weather conditions. During unstable weather, tests shall be made as dictated by local conditions and approved moisture content shall be tested in accordance with ASTM D 2216.

3.14.3 Optimum Moisture and Laboratory Maximum Density

Tests shall be made for each type material or source of material, including borrow material to determine the optimum moisture and laboratory maximum density values. One representative test per 5000 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density will be made.

3.15 CAPILLARY WATER BARRIER

Capillary water barrier under concrete floor slabs on grade shall be placed as indicated on the contract drawings and shall be compacted with a minimum of two passes of a hand-operated plate-type vibratory compactor.

3.16 GRADING

Areas within 5 feet outside of each building and structure line shall be constructed true-to-grade, shaped to drain, and shall be maintained free of trash and debris until final inspection has been completed and the work has been accepted.

3.17 SPREADING TOPSOIL

Areas outside the building lines from which topsoil has been removed shall be topsoiled. 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.

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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SECTION 02316A

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS
05/02

PART 1 GENERAL

This guide specification covers the requirements for excavation, trenching, and backfilling for utilities systems to the points of connection within 5 feet of buildings only.

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 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.2 DEGREE OF COMPACTION

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

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-06 Test Reports

Field Density Tests; G-AO,
Testing of Backfill Materials; G-AO,

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 man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 3 inches. The Contracting Officer shall be notified of any contaminated materials.

2.1.3 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials shall include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM shall be identified as cohesionless only when the fines are nonplastic.

2.1.4 Unyielding Material

Unyielding material shall consist of rock and gravelly soils with stones greater than 3 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.

2.1.5 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

2.1.6 Select Granular Material

Select granular material shall consist of well-graded sand, gravel, crushed gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the l inch sieve. The maximum allowable aggregate size shall be 1 inches, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

2.1.7 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks 1 inches or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is

smaller. When the pipe is coated or wrapped for corrosion protection, the initial backfill material shall be free of stones larger than 0.5 inches in any dimension or as recommended by the pipe manufacturer, whichever is smaller.

2.2 PLASTIC MARKING TAPE

Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Tape color shall be as specified in TABLE 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

PART 3 EXECUTION

3.1 EXCAVATION

Excavation shall be performed to the lines and grades indicated. Rock excavation shall include removal and disposition of material defined as rock in paragraph MATERIALS. Earth excavation shall include removal and disposal of material not classified as rock excavation. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from the site . Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating shall be removed to maintain the stability of the bottom and sides of the excavation. Unauthorized overexcavation shall be backfilled in accordance with paragraph BACKFILLING AND COMPACTION at no additional cost to the Government.

3.1.1 Trench Excavation Requirements

The trench shall be excavated as recommended by the manufacturer of the pipe to be installed. Trench walls below the top of the pipe shall be sloped, or made vertical, and of such width as recommended in the manufacturer's installation manual. Where no manufacturer's installation manual is available, trench walls shall be made vertical. Trench walls shall be shored or provided with equivallent means of protection for workers in accordance with 29 CFR 1926 Subpart P and any other applicable State or Corps of Engineers guidance . Special attention shall be given to slopes which may be adversely affected by weather or moisture content. The trench width below the top of pipe shall not exceed 24 inches plus pipe outside diameter (O.D.) for pipes of less than 24 inches inside diameter

and shall not exceed 36 inches plus pipe outside diameter for sizes larger than 24 inches inside diameter. Where recommended trench widths are exceeded, redesign, stronger pipe, or special installation procedures shall be utilized by the Contractor. The cost of redesign, stronger pipe, or special installation procedures shall be borne by the Contractor without any additional cost to the Government.

3.1.1.1 Bottom Preparation

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 3 inches or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

3.1.1.2 Removal of Unyielding Material

Where overdepth is not indicated and unyielding material is encountered in the bottom of the trench, such material shall be removed 4 inches below the required grade and replaced with suitable materials as provided in paragraph BACKFILLING AND COMPACTION.

3.1.1.3 Removal of Unstable Material

Where unstable material is encountered in the bottom of the trench, such material shall be removed to the depth directed and replaced to the proper grade with select granular material as provided in paragraph BACKFILLING AND COMPACTION. When removal of unstable material is required due to the Contractor's fault or neglect in performing the work, the resulting material shall be excavated and replaced by the Contractor without additional cost to the Government.

3.1.1.4 Excavation for Appurtenances

Excavation for manholes, catch-basins, inlets, or similar structures shall be sufficient to leave at least 12 inches clear between the outer structure surfaces and the face of the excavation or support members of sufficient size to permit the placement and removal of forms for the full length and width of structure footings and foundations as shown. Rock shall be cleaned of loose debris and cut to a firm surface either level, stepped, or serrated, as shown or as directed. Loose disintegrated rock and thin strata shall be removed. Removal of unstable material shall be as specified above. When concrete or masonry is to be placed in an excavated area, special care shall be taken not to disturb the bottom of the excavation. Excavation to the final grade level shall not be made until just before the concrete or masonry is to be placed.

3.1.1.5 Jacking, Boring, and Tunneling

Unless otherwise indicated, excavation shall be by open cut except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Contracting Officer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly compacted in such sections.

3.1.2 Stockpiles

Stockpiles of satisfactory and unsatisfactory and wasted materials shall be placed and graded as specified. Stockpiles shall be kept in a neat and

well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources at no additional cost to the Government. Locations of stockpiles of satisfactory materials shall be subject to prior approval of the Contracting Officer.

3.2 BACKFILLING AND COMPACTION

Backfill material shall consist of satisfactory material, select granular material, or initial backfill material as required. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines, unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified.

3.2.1 Trench Backfill

Trenches shall be backfilled to the grade shown.

3.2.1.1 Replacement of Unyielding Material

Unyielding material removed from the bottom of the trench shall be replaced with select granular material or initial backfill material.

3.2.1.2 Replacement of Unstable Material

Unstable material removed from the bottom of the trench or excavation shall be replaced with select granular material placed in layers not exceeding 6 inches loose thickness.

3.2.1.3 Bedding and Initial Backfill

Initial backfill material shall be placed and compacted with approved tampers to a height of at least one foot above the utility pipe or conduit. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

3.2.1.4 Final Backfill

The remainder of the trench, except for special materials for roadways, railroads and airfields, shall be filled with satisfactory material. Backfill material shall be placed and compacted as follows:

a. Roadways, and Airfields: Backfill shall be placed up to the elevation at which the requirements in Section 02210 GRADING control. Water flooding or jetting methods of compaction will not be permitted.

b. Sidewalks, Turfed or Seeded Areas and Miscellaneous Areas: Backfill shall be deposited in layers of a maximum of 12 inch

loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. This requirement shall also apply to all other areas not specifically designated above.

3.2.2 Backfill for Appurtenances

After the manhole, catchbasin, inlet, or similar structure has been constructed and the concrete has been allowed to cure for 7 days, backfill shall be placed in such a manner that the structure will not be damaged by the shock of falling earth. The backfill material shall be deposited and compacted as specified for final backfill, and shall be brought up evenly on all sides of the structure to prevent eccentric loading and excessive stress.

3.3 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

3.3.1 Gas Distribution

Trenches shall be excavated to a depth that will provide not less than 18 inches of cover in rock excavation and not less than 24 inches of cover in other excavation. Trenches shall be graded as specified for pipe-laying requirements in Section 02556 GAS DISTRIBUTION SYSTEM.

3.3.2 Water Lines

Trenches shall be of a depth to provide a minimum cover of 5 feet from the existing ground surface, or from the indicated finished grade, whichever is lower, to the top of the pipe. For fire protection yard mains or piping, an additional 6 inches of cover is required.

3.3.3 Heat Distribution System

Initial backfill material shall be free of stones larger than 1/4 inch in any dimension.

3.3.4 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 24 inches from the finished grade, unless otherwise indicated. Special trenching requirements for direct-burial electrical cables and conduits are specified in Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

3.3.5 Plastic Marking Tape

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown.

3.4 TESTING

Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government.

3.4.1 Testing Facilities

Tests shall be performed by an approved commercial testing laboratory or

may be tested by facilities furnished by the Contractor. No work requiring testing will be permitted until the facilities have been inspected and approved by the Contracting Officer.

3.4.2 Testing of Backfill Materials

Classification of backfill materials shall be determined in accordance with ASTM D 2487 and the moisture-density relations of soils shall be determined in accordance with ASTM D 1557. A minimum of one soil classification and one moisture-density relation test shall be performed on each different type of material used for bedding and backfill.

3.4.3 Field Density Tests

Tests shall be performed in sufficient numbers to ensure that the specified density is being obtained. A minimum of one field density test per lift of backfill for every 100 feet of installation shall be performed. One moisture density relationship shall be determined for every 1500 cubic yards of material used. Field in-place density shall be determined in accordance with ASTM D 1556 ASTM D 2167 ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using the sand cone method as described in paragraph Calibration of the ASTM publication. 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. 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, at intervals as directed by the Contracting Officer. Copies of calibration curves, results of calibration tests, and field and laboratory density tests shall be furnished to the Contracting Officer. Trenches improperly compacted shall be reopened to the depth directed, then refilled and compacted to the density specified at no additional cost to the Government.

3.4.4 Displacement of Sewers

After other required tests have been performed and the trench backfill compacted to 2 feet above the top of the pipe , the pipe shall be inspected to determine whether significant displacement has occurred. This inspection shall be conducted in the presence of the Contracting Officer.

If, in the judgement of the Contracting Officer, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, the defects shall be remedied as directed at no additional cost to the Government.

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SECTION 02372A

GEOMEMBRANE VAPOR BARRIER
08/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 638M	(1998) Tensile Properties of Plastic (Metric)
ASTM D 1004	(1994a) Initial Tear Resistance of Plastic Film and Sheeting
ASTM D 1505	(1998) Density of Plastics by the Density-Gradient Technique
ASTM D 1603	(1994) Carbon Black in Olefin Plastics
ASTM D 3895	(1998) Method for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry
ASTM D 4218	(1996) Determination of Carbon Black Content in Polyethylene Compounds By the Muffle-Furnace Technique
ASTM D 4833	(1988; R 1996el) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 5199	(1998) Measuring Nominal Thickness of Geotextiles and Geomembranes
ASTM D 5397	(1995) Evaluation of Stress Crack Resistance of Polyolefin Geomembranes Using Notched Constant Tensile Load Test
ASTM D 5596	(1994) Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
ASTM D 5721	(1995) Air-Oven Aging of Polyolefin Geomembranes
ASTM D 5885	(1997) Oxidative Induction Time of Polyolefin Geosynthetics by High-Pressure Differential Scanning Calorimetry

GEOSYNTHETIC INSTITUTE (GSI)

GSI GRI GM-11 (1997) Accelerated Weathering of Geomembranes Using a Fluorescent UVA Device

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Tests, Inspections, and Verifications; G-AO

Manufacturer's QC manuals, a minimum of 7 days prior to geomembrane shipment.

SD-06 Test Reports

Raw Materials; G-AO

Manufacturer's certified raw material test reports and a copy of the QC certificates, a minimum of 7 days prior to shipment of geomembrane to the site.

Sheet Material; G-AO

Manufacturer's certified sheet material test reports and a copy of the QC certificates, a minimum of 7 days prior to shipment of geomembrane to the site.

Surface Preparation; G-AO

Certification from the installer of the acceptability of the surface on which the geomembrane is to be placed, immediately prior to geomembrane placement.

1.3 DELIVERY, STORAGE AND HANDLING

1.3.1 Delivery

The Contracting Officer shall be present during delivery and unloading of the geomembrane. Each geomembrane roll/panel shall be labeled with the manufacturer's name, product identification number, roll/panel number, and roll dimensions.

1.3.2 Storage

Temporary storage at the project site shall be on a level surface, free of sharp objects where water cannot accumulate. The geomembrane shall be protected from puncture, abrasion, excessive heat or cold, material degradation, or other damaging circumstances. Storage shall not result in

crushing the core of roll goods or flattening of the rolls. Rolls shall not be stored more than two high. Palleted materials shall be stored on level surfaces and shall not be stacked on top of one another. Damaged geomembrane shall be removed from the site and replaced with geomembrane that meets the specified requirements.

1.3.3 Handling

Rolls/panels shall not be dragged, lifted by one end, or dropped. A pipe or solid bar, of sufficient strength to support the full weight of a roll without significant bending, shall be used for all handling activities. The diameter of the pipe or solid bar shall be small enough to be easily inserted through the core of the roll. Chains shall be used to link the ends of the pipe or bar to the ends of a spreader bar. The spreader bar shall be wide enough to prevent the chains from rubbing against the ends of the roll. Alternatively, a stinger bar protruding from the end of a forklift or other equipment may be used. The stinger bar shall be at least three-fourths the length of the core and also must be capable of supporting the full weight of the roll without significant bending. If recommended by the manufacturer, a sling handling method utilizing appropriate loading straps may be used.

1.4 EQUIPMENT

Equipment used in performance of the work shall be in accordance with the geomembrane manufacturer's recommendations and shall be maintained in satisfactory working condition.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Raw Materials

Resin used in manufacturing geomembrane sheets shall be made of virgin uncontaminated ingredients. No more than 10 percent regrind, reworked, or trim material in the form of chips or edge strips shall be used to manufacture the geomembrane sheets. All regrind, reworked, or trim materials shall be from the same manufacturer and exactly the same formulation as the geomembrane sheet being produced. No post consumer materials or water-soluble ingredients shall be used to produce the geomembrane. For geomembranes with plasticizers, only primary plasticizers that are resistant to migration shall be used. The Contractor shall submit a copy of the test reports and QC certificates for materials used in the manufacturing of the geomembrane shipped to the site.

2.1.2 Sheet Materials

Geomembrane sheets shall be unreinforced and manufactured as wide as possible. Geomembrane sheets shall be uniform in color, thickness, and surface texture. The sheets shall be free of and resistant to fungal or bacterial attack and free of cuts, abrasions, holes, blisters, contaminants and other imperfections. Geomembrane sheets shall conform to the requirements listed in Table 1 or 2 for Manufacturing Quality Control (MQC).

TABLE 1. SMOOTH DPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
Thickness (min ave)	mils	per roll	ASTM D 5199
Lowest individual of 10 values	-10 percent	per roll	ASTM D 5199
Density (min)	0.9 g/cc	per 200,000 lb	ASTM D 1505
Tensile Properties (1) (min ave)		per 20,000 lb	ASTM D 638 Type IV
-break stress	lb/in		
-break elong	percent		
Tear Resistance (min ave)	lb	per 45,000 lb	ASTM D 1004
Puncture Resistance (min ave)	lb	per 45,000 lb	ASTM D 4833
Stress Crack Resistance (2)	200 hr	per 200,000 lb	ASTM D 5397 (Appendix)
Carbon Black Content	2.0-3.0 percent	per ,000 lb	ASTM D 1603 (3)
Carbon Black Dispersion	Note (4)	per 45,000 lb	ASTM D 5596
Oxidative Induction Time (OIT) (min ave) (5)		per 200,000 lb	
-Std OIT	100 min		ASTM D 3895
or			
-High Pres OIT	400 min		ASTM D 5885
Oven Aging at 85 deg C (min ave) (5), (6)		per year and change in formulation	ASTM D 5721
-Std OIT	5 percent at 90 days		ASTM D 3895
or			
-High Pres OIT	0 percent at 90 days		ASTM D 5885
UV Resistance		per year and	GSI GRI GM-11

TABLE 1. SMOOTH DPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
(min ave) (7)		change in formulation	
-High Pres OIT	percent		ASTM D 5885

TABLE 2. 1.5 mm SMOOTH LLDPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
Thickness (min ave)	1.5 mm	per roll	ASTM D 5199
Lowest individual of 10 values	-10 percent	per roll	ASTM D 5199
Density (min)	0.939 g/cc	per 90,000 kg	ASTM D 1505
Tensile Properties (1) (min ave)		per 9,000 kg	ASTM D 638M Type IV
-break stress	40 kN/m		
-break elong	800 percent		
Tear Resistance (min ave)	150 N	per 20,000 kg	ASTM D 1004
Puncture Resistance (min ave)	370 N	per 20,000 kg	ASTM D 4833
Stress Crack Resistance (2)	200 hr	per 90,000 kg	ASTM D 5397 (Appendix)
Carbon Black Content	2.0-3.0 percent	per 20,000 kg	ASTM D 1603 (3)
Carbon Black Dispersion	Note (4)	per 20,000 kg	ASTM D 5596
Oxidative Induction Time (OIT) (min ave) (5)		per 90,000 kg	

TABLE 2. 1.5 mm SMOOTH LLDPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
-Std OIT	100 min		ASTM D 3895
or			
-High Pres OIT	400 min		ASTM D 5885
Oven Aging at 85 deg C (min ave) (5), (6)		per year and change in formulation	ASTM D 5721
-Std OIT	35 percent at 90 days		ASTM D 3895
or			
-High Pres OIT	60 percent at 90 days		ASTM D 5885
UV Resistance (min ave) (7)		per year and change in formulation	GSI GRI GM-11
-High Pres OIT	35 percent		ASTM D 5885

TABLE 2. 60 mil SMOOTH LLDPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
Thickness (min ave)	60 mils	per roll	ASTM D 5199
Lowest individual of 10 values	-10 percent	per roll	ASTM D 5199
Density (min)	0.939 g/cc	per 200,000 lb	ASTM D 1505
Tensile Properties (1) (min ave)		per 20,000 lb	ASTM D 638 Type IV
-break stress	228 lb/in		
-break elong	800 percent		
Tear Resistance (min ave)	33 lb	per 45,000 lb	ASTM D 1004
Puncture Resistance (min ave)	84 lb	per 45,000 lb	ASTM D 4833

TABLE 2. 60 mil SMOOTH LLDPE GEOMEMBRANE PROPERTIES

PROPERTY	TEST VALUE	MQC TESTING FREQUENCY (MIN.)	TEST METHOD
Stress Crack Resistance (2)	200 hr	per 200,000 lb	ASTM D 5397 (Appendix)
Carbon Black Content	2.0-3.0 percent	per 45,000 lb	ASTM D 1603 (3)
Carbon Black Dispersion	Note (4)	per 45,000 lb	ASTM D 5596
Oxidative Induction Time (OIT) (min ave) (5)		per 200,000 lb	
-Std OIT	100 min		ASTM D 3895
or			
-High Pres OIT	400 min		ASTM D 5885
Oven Aging at 85 deg C (min ave) (5), (6)		per year and change in formulation	ASTM D 5721
-Std OIT	35 percent at 90 days		ASTM D 3895
or			
-High Pres OIT	60 percent at 90 days		ASTM D 5885
UV Resistance (min ave) (7)		per year and change in formulation	GSI GRI GM-11
-High Pres OIT	35 percent		ASTM D 5885

MQC = Manufacturing Quality Control

Note (1): Minimum average machine direction and minimum average cross machine direction values shall be based on 5 test specimens each direction. Yield elongation is calculated using a gauge length of . Break elongation is calculated using a gauge length of 2.0 inches.

Note (2): The yield stress used to calculate the applied load for test method ASTM D 5397 (Appendix), shall be the manufacturer's mean value.

Note (3): Other methods such as ASTM D 4218 or microwave methods are acceptable if an appropriate correlation to ASTM D 1603 can be established.

Note (4): Carbon black dispersion for 10 different views:
- minimum 8 of 10 in Categories 1 or 2
- all 10 in Categories 1,2, or 3

Note (5): The manufacturer has the option to select either one of the OIT methods to evaluate the antioxidant content.

Note (6): Evaluate samples at 30 and 60 days and compare with the 90 day response.

Note (7): The condition of the test shall be a 20 hour UV cycle at 167 degrees F followed by a 4 hour condensation cycle at 140 degrees F.

2.2 TESTS, INSPECTIONS, AND VERIFICATIONS

2.2.1 Manufacturing, Sampling, and Testing

2.2.1.1 Raw Materials

Raw materials shall be tested in accordance with the approved MQC manual. Any raw material which fails to meet the geomembrane manufacturer's specified physical properties shall not be used in manufacturing the sheet.

2.2.1.2 Sheet Material

Geomembrane sheets shall be tested in accordance with the approved MQC manual. As a minimum, MQC testing shall be conducted at the frequencies shown in Table 1 or 2. Sheets not meeting the minimum requirements specified in Table 1 or 2 shall not be sent to the site.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Surface Preparation

Surface preparation shall be performed in accordance with SpecificationSection 02315A: EXCAVATION, FILLING, AND BACKFILLING FOR BUILDINGS. Rocks larger than 1/2 inch in diameter and any other material which could damage the geomembrane shall be removed from the surface to be covered with the geomembrane. Construction equipment tire or track deformations beneath the geomembrane shall not be greater than 1.0 inch in depth. Each day during placement of geomembrane, the Contracting Officer and installer shall inspect the surface on which geomembrane is to be placed and certify in writing that the surface is acceptable. Repairs to the subgrade shall be performed at no additional cost to the Government.

3.2 GEOMEMBRANE DEPLOYMENT

The procedures and equipment used shall not elongate, wrinkle, scratch, or otherwise damage the geomembrane or underlying subgrade. Geomembrane damaged during installation shall be replaced or repaired, at the Contracting Officer's discretion. Adequate ballast (i.e., sand bags) shall be placed on the geomembrane, without damaging the geomembrane, to prevent uplift by wind. No equipment shall be operated on the top surface of the geomembrane without permission from the Contracting Officer. If approved, small rubber tired equipment, with a maximum tire inflation pressure of 5 lb per square inch, may be used directly on the geomembrane. The tires shall be inspected for rocks lodged in the treads prior to and during use on top of the geomembrane.

3.2.1 Wrinkles

The methods used to deploy and backfill over the geomembrane shall minimize wrinkles and tensile stresses in the geomembrane. The geomembrane shall have adequate slack to prevent the creation of tensile stress. The wrinkle height to width ratio for installed geomembrane shall not exceed 0.5. In addition, geomembrane wrinkles shall not exceed 6 inches in height. Wrinkles that do not meet the above criteria shall be cut out and repaired in accordance with the installer's approved QC manual.

3.3 SEAMS

3.3.1 Overlap Seams

Geomembrane panels shall be continuously overlapped a minimum of 6 inches.

3.4 DEFECTS AND REPAIRS

3.4.1 Patches

Tears, holes, blisters and other defects shall be repaired with patches. Patches shall be made of the same geomembrane, and extend a minimum of 6 inches beyond the edge of defects.

3.5 VISUAL INSPECTION AND EVALUATION

Immediately prior to covering, the geomembrane shall be visually inspected by the installer and Contracting Officer for defects, holes, or damage due to weather conditions or construction activities. At the Contracting Officer's discretion, the surface of the geomembrane shall be brushed, blown, or washed by the installer if the amount of dust, mud, or foreign material inhibits inspection or functioning of the overlying material.

3.6 PROTECTION AND BACKFILLING

The deployed geomembrane shall be covered with the specified material within 14 calendar days of acceptance. Geomembrane meeting the requirements of Table 1 shall be overlain with a geotextile prior to placement of capillary water barrier material. Geomembrane meeting the requirements of Table 2 may have capillary water barier material placed directly over it. Geotextile requirements are specified in Specification Section 02373a: GEOTEXTILE. Capillary water barrier material is specified in Specification Section 02315A: EXCAVATION, FILLING, AND BACKFILLING FOR BUILDINGS. Wrinkles in the geomembrane shall be prevented from folding over during placement of cover materials. Capillary water barrier material shall not be dropped onto the geomembrane or overlying geosynthetics from a height greater than 3 feet. The capillary water barrier material shall be pushed out over the geomembrane or overlying geosynthetics in an upward tumbling motion. The initial capillary water barrier material lift thickness shall be inches. Equipment with ground pressures less than 7 psi shall be used to place the first lift over the geomembrane. Capillary water barrier material compaction and testing requirements are described in Specification Section 02315a: EXCAVATION, FILLING, AND BACKFILLING FOR BUILDINGS. Equipment placing capillary water barrier shall not stop abruptly, make sharp turns, spin their wheels, or travel at speeds exceeding 5 mph.

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SECTION 02373A

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02/98

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SECTION 02373A

GEOTEXTILE
02/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the 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 4354	(1996) Sampling of Geosynthetics for Testing
ASTM D 4355	(1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1999) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1997) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999) Determining Apparent Opening Size of a Geotextile
ASTM D 4759	(1988; R 1996) Determining the Specification Conformance of Geosynthetics
ASTM D 4833	(1988; R 1996el) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(1997) Identification, Storage, and Handling of Geosynthetic Rolls

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Manufacturing Quality Control Sampling and Testing; G-AO

A minimum of 14 days prior to scheduled use, manufacturer's quality control manual including instructions for geotextile storage, handling, installation, seaming, and repair.

SD-07 Certificates

Geotextile; G-AO

A minimum of 14 days prior to scheduled use, manufacturer's certificate of compliance stating that the geotextile meets the requirements of this section. This submittal shall include copies of manufacturer's quality control test results. For needle punched geotextiles, the manufacturer shall also certify that the geotextile has been continuously inspected using permanent on-line full-width metal detectors and does not contain any needles which could damage other geosynthetic layers. The certificate of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturer.

1.3 DELIVERY, STORAGE AND HANDLING

Delivery, storage, and handling of geotextile shall be in accordance with ASTM D 4873.

1.3.1 Delivery

The Contracting Officer will be present during delivery and unloading of the geotextile. Rolls shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, rolls shall be immediately rewrapped with the plastic wrapping. Geotextile or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each roll shall be labeled with the manufacturer's name, geotextile type, roll number, roll dimensions (length, width, gross weight), and date manufactured.

1.3.2 Storage

Geotextile rolls shall be protected from becoming saturated. Rolls shall either be elevated off the ground or placed on a sacrificial sheet of plastic. The geotextile rolls shall also be protected from the following: construction equipment, ultraviolet radiation, chemicals, sparks and flames, temperatures in excess of 160 degrees F, and any other environmental condition that may damage the physical properties of the geotextile.

1.3.3 Handling

Geotextile rolls shall be handled and unloaded with load carrying straps, a fork lift with a stinger bar, or an axial bar assembly. Rolls shall not be dragged along the ground, lifted by one end, or dropped to the ground.

PART 2 PRODUCTS

2.1 RAW MATERIALS

2.1.1 Geotextile

Geotextile shall be a nonwoven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer, as needed, to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Regrind material, which consists of edge trimmings and other scraps that have never reached the consumer, may be used to produce the geotextile. Post-consumer recycled material may also be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. Geotextiles shall meet the requirements specified in Table 1. Where applicable, Table 1 property values represent minimum average roll values (MARV) in the weakest principal direction. Values for AOS represent maximum average roll values.

TABLE 1. GEOTEXTILE PHYSICAL PROPERTIES

PROPERTY		TEST METHOD	TEST VALUE
Elongation at Break, percent		ASTM D 4632	Greater Than 50
Apparent Opening Size (U.S. Sieve)		ASTM D 4751	
Permittivity, sec-1		ASTM D 4491	
Puncture, lbs.	80	ASTM D 4833	
Grab Tensile, lbs.	200	ASTM D 4632	
Trapezoidal Tear, lbs.	80	ASTM D 4533	
Ultraviolet Stability (percent strength retained at 500 hours)		ASTM D 4355	50

2.2 MANUFACTURING QUALITY CONTROL SAMPLING AND TESTING

Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved quality control manual. As a minimum, geotextiles shall be randomly sampled for testing in accordance with ASTM D 4354, Procedure A. Acceptance of geotextile shall be in accordance with ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Placement

The Contractor shall request the presence of the Contracting Officer during handling and installation. Geotextile rolls which are damaged or contain imperfections shall be repaired or replaced as directed. The geotextile shall be laid flat and smooth so that it is in direct contact with the subgrade. The geotextile shall also be free of tensile stresses, folds, and wrinkles.

3.2 SEAMS

3.2.1 Overlap Seams

Geotextile panels shall be continuously overlapped a minimum of 12 inches. Where it is required that seams be oriented across the slope, the upper panel shall be lapped over the lower panel.

3.3 PROTECTION

The geotextile shall be protected during installation from clogging, tears, and other damage. Damaged geotextile shall be repaired or replaced as directed. Adequate ballast (e.g. sand bags) shall be used to prevent uplift by wind. The geotextile shall not be left uncovered for more than 14 days during installation.

3.4 REPAIRS

Geotextile damaged during installation shall be repaired by placing a patch of the same type of geotextile which extends a minimum of 12 inches beyond the edge of the damage or defect. Patches shall be continuously fastened using a sewn seam or other approved method. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile which cannot be repaired shall be replaced.

3.5 PENETRATIONS

Engineered penetrations of the geotextile shall be constructed by methods recommended by the geotextile manufacturer.

3.6 COVERING

Geotextile shall not be covered with capillary water barrier material prior to approval by the Contracting Officer. The Contractor shall request the presence of the Contracting Officer during covering of the geotextile. Capillary water barrier material requirements are described in Specification Section 02315a: EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS. Capillary water barrier material shall be placed in a manner that prevents material from entering the geotextile overlap zone, prevents tensile stress from being mobilized in the geotextile, and prevents wrinkles from folding over onto themselves. No equipment shall be operated directly on top of the geotextile. Low ground pressure vehicles (all terrain vehicles (ATVs)) may be operated directly on top of the geotextile if approved by the Contracting Officer. If ATVs are allowed to operate on top of the geotextile, they shall move at a rate of speed not exceeding 2.2 meters/second, travel in straight lines or large arcs, not start or brake abruptly, and not turn sharply. Refueling of ATVs shall not be performed on top of the geotextile. A minimum of inches of soil shall be maintained between full-scale construction equipment tires/tracks and the geotextile during the covering process. Compaction and testing requirements for capillary water barrier material are described in

Specification Section 02315a: EXCAVATION, FILLING, and BACKFILLING FOR BUILDINGS.

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SECTION 02440

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SECTION 02440

TRAFFIC SIGNS
10/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(2000) Carbon Structural Steel
ASTM A 123/A 123M	(2001) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM B 209	(2001) Aluminum and Aluminum-Alloy Sheet and Plate
ASTM D 4956	(2001) Retroreflective Sheeting for Traffic Control

FEDERAL HIGHWAY ADMINISTRATION

MUTCD	(2000) Manual on Uniform Traffic Control Devices

1.2 SUBMITTALS (NOT USED)

1.3 GENERAL

All sign faces shall conform to MUTCD.

PART 2 PRODUCTS

2.1 SIGN POSTS

2.1.1 Steel Flanged Channel Section (U-Shape)

Steel posts shall be fabricated from steel conforming to ASTM A 36/A 36M and shall have a minimum yield strength of 30 ksi and a minimum tensile strength of 50 ksi. Steel posts shall have 5/16 to 3/8 inch diameter holes spaced at 1 or 2 inch centers punched or drilled along the centerline of the web prior to galvanizing for the entire length of the post. Posts shall be galvanized in accordance with ASTM A 123/A 123M.

2.2 ALUMINUM SIGN PANELS

Aluminum sign panels shall conform to ASTM B 209, alloy no.-temper 6061-T6 or 5052-H38. The blanks shall be free from laminations, blisters, open seams, pits, holes, other defects that may affect their appearance or use.

The thickness shall be uniform and the blank commercially flat.

2.3 RETROREFLECTIVE SHEETING

Retroreflective sheeting shall conform to ASTM D 4956, Type I, II, III, IV, V, or VI. Type I retroreflective sheeting shall conform to ASTM D 4956, except the minimum coefficients of retroreflection for brown type I sheeting shown in Table I of ASTM D 4956 are amended as follows: 2.0 $cd/fc/ft^2$ at 0.2 degrees observation angle and -4 degrees entrance angle, 1.0 $cd/fc/ft^2$ at 0.2 degrees observation angle and +30 degrees entrance angle and at 0.5 degrees observation angle and -4 degrees entrance angle, and 0.5 $cd/fc/ft^2$ at 0.5 degrees observation angle and +30 degrees entrance angle. All retroreflective sheeting shall have a precoated adhesive which will permanently adhere to the sign panel surface.

2.4 HARDWARE

Bolts, nuts and metal washers shall be either aluminum alloy or commercial quality steel, hot-dip galvanized after fabrication. Fiber washers shall be of commercial quality.

PART 3 EXECUTION

3.1 GENERAL

Insulating material shall be placed to prevent contact between aluminum and steel material.

3.2 SIGN POSTS

Steel sign posts shall either be driven with a suitable driving head or set in drilled or punched holes. Any posts damaged during driving or otherwise shall be replaced at no additional cost to the Government. Sign posts shall be painted in accordance with Section 09900 PAINTS AND COATINGS. Color shall be as indicated in Section 09915 COLOR SCHEDULE.

3.3 SIGN PANELS

Clean, degrease and etch the face of metal panels using methods recommended by the retroreflective sheeting manufacturer. After cleaning and degreasing, retroreflective sheeting material shall be applied to the sign panels as recommended by the manufacturer. Shearing, cutting and punching shall be performed prior to preparing the blanks for application of reflective material. Holes shall not be field drilled in any part of the panel. The backs of sign panels shall be painted in accordance with Section 09900 PAINTS AND COATINGS. Color shall be as indicated in Section 09915 COLOR SCHEDULE. Any damaged sign panels shall be replaced at no additional cost to the Government.

3.4 LETTERS, NUMERALS, ARROWS, SYMBOLS, AND BORDERS

Letters, numerals, arrows, symbols, and borders shall be applied on the retroreflective sheeting or opaque background of the sign using the direct or reverse screen process. Messages and borders of a color darker than the background shall be applied to the paint or the retroreflective sheeting using the direct process. Messages and borders shall be of a color lighter than the sign background and shall be applied using the reverse screen process. Opaque or transparent colors, inks, and paints of the type and quality recommended by the retroreflective sheeting manufacturer shall be

used in the screen process. The screening shall be performed in a manner that results in a uniform color and tone, with sharply defined edges of legends and borders and without blemishes on the sign background that will affect intended use. The signs shall be air dried or baked after screening according to the manufacturer's recommendations to provide a smooth hard finish. Any signs with blister's or other blemishes shall be rejected.

3.5 LOCATION AND POSITION OF SIGNS

All signs shall be located and erected in accordance with the drawings and MUTCD. Unless otherwise shown, signs shall be erected with the sign faces and posts vertical. To reduce specular glare (mirror reflection), sign panels shall be turned 3 degrees away from the road in the direction of travel. The Contracting Officer's Representative shall inspect all signs for specular reflection at night after installation has been completed. If specular reflection is apparent on any sign, it shall be adjusted by the Contractor at his expense to eliminate or minimize specular reflection to the satisfaction of the Contracting Officer's Representative.

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SECTION 02510A

WATER DISTRIBUTION SYSTEM
05/02

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 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds

AMERICAN WATER WORKS ASSOCIATION(AWWA)

AWWA B300	(1999) Hypochlorites
AWWA B301	(1999) Liquid Chlorine
AWWA C104	(1995) Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110	(1998) Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (76 mm through 1219 mm), for Water
AWWA C111	(2000) Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C115	(1999) Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges
AWWA C151	(1996) Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
AWWA C153	(2000) Ductile-Iron Compact Fittings, 3 In. Through 24 In.(76 mm through 610 mm) and 54 In. through 64 In. (1,400 mm through 1,600 mm) for Water Service
AWWA C500	(1993; C500a) Metal-Sealed Gate Valves for Water Supply Service
AWWA C502	(1994; C502a) Dry-Barrel Fire Hydrants
AWWA C509	(1994; Addendum 1995) Resilient-Seated Gate Valves for Water Supply Service
AWWA C600	(1999) Installation of Ductile-Iron Water

	Mains and Their Appurtenances
AWWA C606	(1997) Grooved and Shouldered Joints
AWWA C900	(1997; C900a) Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Distribution
AWWA M23	(1980) Manual: PVC Pipe - Design and Installation

ASBESTOS CEMENT PIPE PRODUCERS ASSOCIATION (ACPPA)

ACPPA 1344	(1988) Recommended Work Practices for A/C Pipe

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 24	(1995) Installation of Private Fire Service Mains and Their Appurtenances
NFPA 49	(1994) Hazardous Chemicals Data
NFPA 325-1	(1994) Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids
NFPA 704	(1996) Identification of the Fire Hazards of Materials for Emergency Response

NSF INTERNATIONAL (NSF)

NSF 14	(2002) Plastics Piping Components and Related Materials
NSF 61	(1999;2001 Addendum 1 - Sep 2001) Drinking Water System Components - Health Effects

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Paint 21	(1991) White or Colored Silicone Alkyd Paint
SSPC Paint 25	(1997; R 2000) Zinc Oxide, Alkyd, Linseed Oil Primer for Use Over Hand Cleaned Steel, Type I and Type II

1.2 PIPING

This section covers water distribution service lines, and connections to building service at a point approximately 5 feet outside buildings and structures to which service is required. The Contractor shall have a copy of the manufacturer's recommendations for each material or procedure to be utilized available at the construction site at all times.

1.2.1 Service Lines

Piping for water service lines 3 inchesand larger shall be polyvinyl chloride (PVC) plastic, unless otherwise shown or specified.

1.2.2 Distribution Lines 80 mm (3 Inches) or Larger

Piping for water distribution lines 3 inches or larger shall be ductile iron, polyvinyl chloride (PVC) through 36 inch nominal diameter plastic, unless otherwise shown or specified.

1.2.3 Sprinkler Supply Lines

Piping for water lines supplying sprinkler systems for building fire protection shall conform to NFPA 24 from the point of connection with the water distribution system to the building 5 foot line.

1.2.4 Potable Water Lines

Piping and components of potable water systems which come in contact with the potable water shall conform to NSF 61.

1.2.5 Plastic Piping System

Plastic piping system components (PVC intended for transportation of potable water shall comply with NSF 14 and be legibly marked with their symbol.

1.2.6 Excavation, Trenching, and Backfilling

Excavation, trenching, and backfilling shall be in accordance with the applicable provisions of Section 02316a EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, except as modified herein.

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-03 Product Data

Pipeline materials including fittings, and couplings; G-AO Installation;

Hydrants and quick-connecting hydrant adapter caps, valves and boxes, and post indicator valve; G-AO

The manufacturer's recommendations for each material or procedure to be utilized.

Waste Water Disposal Method;

The method proposed for disposal of waste water from hydrostatic tests and disinfection, prior to performing hydrostatic tests.

Satisfactory Installation;

A statement signed by the principal officer of the contracting firm stating that the installation is satisfactory and in accordance with the contract drawings and specifications, and the manufacturer's prescribed procedures and techniques, upon

completion of the project and before final acceptance.

SD-06 Test Reports

Bacteriological Disinfection;

Test results from commercial laboratory verifying disinfection.

Hydrostatic test results; G-AO

SD-07 Certificates

Manufacturer's Representative;

The name and qualifications of the manufacturer's representative and written certification from the manufacturer that the representative is technically qualified in all phases of PE pipe laying and jointing and experienced to supervise the work and train the Contractor's field installers, prior to commencing installation.

Installation;

A statement signed by the manufacturer's field representative certifying that the Contractor's personnel are capable of properly installing the pipe on the project.

1.4 HANDLING

Pipe and accessories shall be handled to ensure delivery to the trench in sound, undamaged condition, including no injury to the pipe coating or lining. If the coating or lining of any pipe or fitting is damaged, the repair shall be made by the Contractor in a satisfactory manner, at no additional cost to the Government. No other pipe or material shall be placed inside a pipe or fitting after the coating has been applied. Pipe shall be carried into position and not dragged. Use of pinch bars and tongs for aligning or turning pipe will be permitted only on the bare ends of the pipe. The interior of pipe and accessories shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved method. Before installation, the pipe shall be inspected for defects. Material found to be defective before or after laying shall be replaced with sound material without additional expense to the Government. Rubber gaskets that are not to be installed immediately shall be stored in a cool and dark place.

1.4.1 Miscellaneous Plastic Pipe and Fittings

Polyvinyl Chloride (PVC), pipe and fittings shall be handled and stored in accordance with the manufacturer's recommendations. Storage facilities shall be classified and marked in accordance with NFPA 704, with classification as indicated in NFPA 49 and NFPA 325-1.

PART 2 PRODUCTS

2.1 PIPE

Pipe shall conform to the respective specifications and other requirements specified below.

2.1.1 Plastic Pipe

2.1.1.1 PVC Plastic Pipe

Pipe, couplings and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B.

a. Pipe 4 through 12 inch Diameter: Pipe, couplings and fittings shall conform to AWWA C900, Class 150, CIOD pipe dimensions, elastomeric-gasket joint, unless otherwise shown or specified.

2.1.2 Ductile-Iron Pipe

Ductile-iron pipe shall conform to AWWA C151, working pressure not less than 150 psi, unless otherwise shown or specified. Pipe shall be cement-mortar lined in accordance with AWWA C104. Linings shall be standard. When installed underground, pipe shall be coated in accordance with Section 13110 CATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE). Flanged ductile iron pipe with threaded flanges shall be in accordance with AWWA C115.

2.2 FITTINGS AND SPECIALS

2.2.1 PVC Pipe System

a. For pipe 4 inch diameter and larger, fittings and specials shall be iron, bell end in accordance with AWWA C110, 150 psi pressure rating unless otherwise shown or specified, except that profile of bell may have special dimensions as required by the pipe manufacturer; or fittings and specials may be of the same material as the pipe with elastomeric gaskets, all in conformance with AWWA C900. Iron fittings and specials shall be cement-mortar lined (standard thickness) in accordance with AWWA C104. Fittings shall be bell and spigot or plain end pipe, or as applicable. Ductile iron compact fittings shall be in accordance with AWWA C153.

2.2.2 Ductile-Iron Pipe System

Fittings and specials shall be suitable for 150 psi pressure rating, unless otherwise specified. Fittings and specials for mechanical joint pipe shall conform to AWWA C110. Fittings and specials for use with push-on joint pipe shall conform to AWWA C110 and AWWA C111. Fittings and specials for grooved and shouldered end pipe shall conform to AWWA C606. Fittings and specials shall be cement-mortar lined (standard thickness) in accordance with AWWA C104. Ductile iron compact fittings shall conform to AWWA C153.

2.3 JOINTS

2.3.1 Plastic Pipe Jointing

2.3.1.1 PVC Pipe

Joints, fittings, and couplings shall be as specified for PVC pipe. Joints connecting pipe of differing materials shall be made in accordance with the manufacturer's recommendations, and as approved by the Contracting Officer.

2.3.2 Ductile-Iron Pipe Jointing

a. Mechanical joints shall be of the stuffing box type and shall conform to AWWA C111.

b. Push-on joints shall conform to AWWA C111.

c. Rubber gaskets and lubricants shall conform to the applicable requirements of AWWA C111.

2.4 VALVES

2.4.1 Gate Valves

Gate valves shall be designed for a working pressure of not less than 150 psi. Valve connections shall be as required for the piping in which they are installed. Valves shall have a clear waterway equal to the full nominal diameter of the valve, and shall be opened by turning counterclockwise. The operating nut or wheel shall have an arrow, cast in the metal, indicating the direction of opening.

b. Valves 3 inches and larger shall be iron body, bronze mounted, and shall conform to AWWA C500. Flanges shall not be buried. An approved pit shall be provided for all flanged connections.

c. Resilient-Seated Gate Valves: For valves 3 to 12 inches in size, resilient-seated gate valves shall conform to AWWA C509.

2.4.2 Indicator Post for Valves

Each valve shown on the drawings with the designation "P.I.V." shall be equipped with indicator post conforming to the requirements of NFPA 24. Operation shall be by a wrench which shall be attached to each post.

2.5 VALVE BOXES

Valve boxes shall be cast iron or concrete, except that concrete boxes may be installed only in locations not subjected to vehicular traffic. Cast-iron boxes shall be extension type with slide-type adjustment and with flared base. The minimum thickness of metal shall be 3/16 inch. Concrete boxes shall be the standard product of a manufacturer of precast concrete equipment. The word "WATER" shall be cast in the cover. The box length shall adapt, without full extension, to the depth of cover required over the pipe at the valve location.

2.6 VALVE PITS

Valve pits shall be constructed at locations indicated or as required above and in accordance with the details shown. Concrete shall have compressive strength of 3000 psi in accordance with Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

2.7 FIRE HYDRANTS

Hydrants shall be dry-barrel type conforming to AWWA C502 with valve opening at least 5 inches in diameter and designed so that the flange at the main valve seat can be removed with the main valve seat apparatus remaining intact, closed and reasonably tight against leakage and with a breakable valve rod coupling and breakable flange connections located no

more than 8 inches above the ground grade . Hydrants shall have a 6 inch bell connection, two 2-1/2 inch hose connections and one 4-1/2 inch pumper connection. Outlets shall have American National Standard fire-hose coupling threads. Working parts shall be bronze. Design, material, and workmanship shall be equal to the latest stock pattern ordinarily produced by the manufacturer. Hydrants shall be painted with 1 coat of red iron oxide, zinc oxide primer conforming to SSPC Paint 25 and 2 finish coats of silicone alkyd paint conforming to SSPC Paint 21, of the installation's standard colors or as directed by the Contracting Officer . Suitable bronze adapter for each outlet, with caps, shall be furnished.

2.7.1 QUICK CONNECTING HYDRANT ADAPTER CAP

Quick connecting hydrant adapter cap shall be Hydra-Storz Adapter Cap or approved equal. Hydra-Storz Adapter Cap is constructed of A-356 High Strength Aluminum Alloy. Hydrant steamer nozzle is 4 1/2 inch threads NST. The storz-stealing surface is a machined metal seat to eliminate gasket problems. The threads and metal seat area are anodized. Each adapter is equipped with a set of Type 302 Stainless Steel butterfly vanes designed to automatically open with water flow and automatically close when flow is stopped. A 302 stainless steel siffener bar assembly behind the butterfly vanes acts as a stream shaper to reduce friction loss. Each adapter shall be equipped with a Neoprene-rubber gasket and thread set screw.

2.8 MISCELLANEOUS ITEMS

2.8.1 Service Clamps

Service clamps shall have a pressure rating not less than that of the pipe to be connected and shall be either the single or double flattened strap type. Clamps shall have a galvanized malleable-iron body with cadmium plated straps and nuts. Clamps shall have a rubber gasket cemented to the body.

2.8.2 Service Stops

Service stops shall be water-works inverted-ground-key type, oval or round flow way, tee handle, without drain. Pipe connections shall be suitable for the type of service pipe used. All parts shall be of bronze with female iron-pipe-size connections or compression-pattern flared tube couplings, and shall be designed for a hydrostatic test pressure not less than 200 psi.

2.8.3 Tapping Sleeves

Tapping sleeves of the sizes indicated for connection to existing main shall be the cast gray, ductile, or malleable iron, split-sleeve type with flanged or grooved outlet, and with bolts, follower rings and gaskets on each end of the sleeve. Construction shall be suitable for a maximum working pressure of 150 psi. Bolts shall have square heads and hexagonal nuts. Longitudinal gaskets and mechanical joints with gaskets shall be as recommended by the manufacturer of the sleeve. When using grooved mechanical tee, it shall consist of an upper housing with full locating collar for rigid positioning which engages a machine-cut hole in pipe, encasing an elastomeric gasket which conforms to the pipe outside diameter around the hole and a lower housing with positioning lugs, secured together during assembly by nuts and bolts as specified, pretorqued to 50 foot-pound.

2.8.4 Service Boxes

Service boxes shall be cast iron or concrete and shall be extension service boxes of the length required for the depth of the line, with either screw or slide-type adjustment. The boxes shall have housings of sufficient size to completely cover the service stop or valve and shall be complete with identifying covers.

2.8.5 Disinfection

Chlorinating materials shall conform to the following:

Chlorine, Liquid: AWWA B301.

Hypochlorite, Calcium and Sodium: AWWA B300.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Cutting of Pipe

Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise recommended by the manufacturer and authorized by the Contracting Officer, cutting shall be done with an approved type mechanical cutter. Wheel cutter shall be used when practicable. Squeeze type mechanical cutters shall not be used for ductile iron.

3.1.2 Adjacent Facilities

3.1.2.1 Sewer Lines

Where the location of the water pipe is not clearly defined in dimensions on the drawings, the water pipe shall not be laid closer horizontally than 10 feet from a sewer except where the bottom of the water pipe will be at least 12 inches above the top of the sewer pipe, in which case the water pipe shall not be laid closer horizontally than 6 feet from the sewer. Where water lines cross under gravity-flow sewer lines, the sewer pipe, for a distance of at least 10 feet each side of the crossing, shall be fully encased in concrete or shall be made of pressure pipe with no joint located within 3 feet horizontally of the crossing. Water lines shall in all cases cross above sewage force mains or inverted siphons and shall be not less than 2 feet above the sewer main. Joints in the sewer main, closer horizontally than 3 feet to the crossing, shall be encased in concrete.

3.1.2.2 Water Lines

Water lines shall not be laid in the same trench with sewer lines, gas lines, fuel lines, or electric wiring.

3.1.2.3 Structures

Where water pipe is required to be installed within 3 feet of existing structures, the water pipe shall be sleeved as required in Paragraph "Casing Pipe". The Contractor shall install the water pipe and sleeve ensuring that there will be no damage to the structures and no settlement or movement of foundations or footings.

3.1.3 Joint Deflection

3.1.3.1 Offset for Flexible Plastic Pipe

Maximum offset in alignment between adjacent pipe joints shall be as recommended by the manufacturer and approved by the Contracting Officer, but shall not exceed 5 degrees.

3.1.3.2 Allowable for Ductile-Iron Pipe

The maximum allowable deflection shall be as given in AWWA C600. If the alignment requires deflection in excess of the above limitations, special bends or a sufficient number of shorter lengths of pipe shall be furnished to provide angular deflections within the limit set forth.

3.1.4 Placing and Laying

Pipe and accessories shall be carefully lowered into the trench by means of derrick, ropes, belt slings, or other authorized equipment. Water-line materials shall not be dropped or dumped into the trench. Abrasion of the pipe coating shall be avoided. Except where necessary in making connections with other lines or as authorized by the Contracting Officer, pipe shall be laid with the bells facing in the direction of laying. The full length of each section of pipe shall rest solidly upon the pipe bed, with recesses excavated to accommodate bells, couplings, and joints. Pipe that has the grade or joint disturbed after laying shall be taken up and relaid. Pipe shall not be laid in water or when trench conditions are unsuitable for the work. Water shall be kept out of the trench until joints are complete. When work is not in progress, open ends of pipe, fittings, and valves shall be securely closed so that no trench water, earth, or other substance will enter the pipes or fittings. Where any part of the coating or lining is damaged, the repair shall be made by and at the Contractor's expense in a satisfactory manner. Pipe ends left for future connections shall be valved, plugged, or capped, and anchored, as shown.

3.1.4.1 Plastic Pipe Installation

PVC pipe shall be installed in accordance with AWWA M23.

3.1.4.2 Piping Connections

Where connections are made between new work and existing mains, the connections shall be made by using specials and fittings to suit the actual conditions. When made under pressure, these connections shall be installed using standard methods as approved by the Contracting Officer. Connections to existing asbestos-cement pipe shall be made in accordance with ACPPA 1344.

3.1.4.3 Penetrations

Pipe passing through walls of valve pits and structures shall be provided with ductile-iron or Schedule 40 steel wall sleeves. Annular space between walls and sleeves shall be filled with rich cement mortar. Annular space between pipe and sleeves shall be filled with mastic.

3.1.4.4 Flanged Pipe

Flanged pipe shall only be installed above ground or with the flanges in valve pits.

3.1.5 Jointing

3.1.5.1 PVC Plastic Pipe Requirements

a. Pipe 4 through 12 inch diameter: Joints shall be elastomeric gasket as specified in AWWA C900. Jointing procedure shall be as specified for pipe less than 4 inch diameter with configuration using elastomeric ring gasket.

3.1.5.2 Ductile-Iron Pipe Requirements

Mechanical and push-on type joints shall be installed in accordance with AWWA C600 for buried lines or AWWA C606 for grooved and shouldered pipe above ground or in pits.

3.1.5.3 Transition Fittings

Connections between different types of pipe and accessories shall be made with transition fittings approved by the Contracting Officer.

3.1.6 Installation of Service Lines

Service lines shall include the pipeline connecting building piping to water distribution lines to the connections with the building service at a point approximately 5 feet outside the building where such building service exists. Where building services are not installed, the Contractor shall terminate the service lines approximately 5 feet from the site of the proposed building at a point designated by the Contracting Officer. Such service lines shall be closed with plugs or caps. All service stops and valves shall be provided with service boxes. Service lines shall be constructed in accordance with the following requirements:

3.1.6.1 Service Lines Larger than 50 mm (2 Inches)

Service lines larger than 2 inches shall be connected to the main by a tapped saddle, tapping sleeve and valve, service clamp or reducing tee, depending on the main diameter and the service line diameter, and shall have a gate valve. Lines 3 inches and larger may use rubber-seated butterfly valves as specified above, or gate valves.

3.1.6.2 Service Lines for Sprinkler Supplies

Water service lines used to supply building sprinkler systems for fire protection shall be connected to the water distribution main in accordance with NFPA 24.

3.1.7 Setting of Fire Hydrants, Meters, Valves and Valve Boxes

3.1.7.1 Location of Fire Hydrants

Fire hydrants shall be located and installed as shown. Each hydrant shall be connected to the main with a 6 inch branch line having at least as much cover as the distribution main. Hydrants shall be set plumb with pumper nozzle facing the roadway, with the center of the lowest outlet not less than 18 inches above the finished surrounding grade, and the operating nut not more than 48 inches above the finished surrounding grade. Fire hydrants designated on the drawings as low profile shall have the lowest outlet not less than 18 inches above the finished surrounding grade, the top of the hydrant not more than 24 inches above the finished surrounding grade. Except where approved otherwise, the backfill around hydrants shall

be thoroughly compacted to the finished grade immediately after installation to obtain beneficial use of the hydrant as soon as practicable. The hydrant shall be set upon a slab of concrete not less than 4 inches thick and 15 inchessquare. Not less than 7 cubic feet of free-draining broken stone or gravel shall be placed around and beneath the waste opening of dry barrel hydrants to ensure drainage.

3.1.7.2 Location of Valves

After delivery, valves, including those in hydrants, shall be drained to prevent freezing and shall have the interiors cleaned of all foreign matter before installation. Stuffing boxes shall be tightened and hydrants and valves shall be fully opened and fully closed to ensure that all parts are in working condition. Check, pressure reducing, vacuum, and air relief valves shall be installed in valve pits. Valves and valve boxes shall be installed where shown or specified, and shall be set plumb. Valve boxes shall be centered on the valves. Boxes shall be installed over each outside gate valve unless otherwise shown. Where feasible, valves shall be located outside the area of roads and streets. Earth fill shall be tamped around each valve box or pit to a distance of 4 feet on all sides of the box, or the undisturbed trench face if less than 4 feet.

3.1.8 Thrust Restraint

Plugs, caps, tees and bends deflecting 11.25 degrees or more, either vertically or horizontally, on waterlines 4 inches in diameter or larger, and fire hydrants shall be provided with thrust restraints. Valves shall be securely anchored or shall be provided with thrust restraints to prevent movement. Thrust restraints shall be either thrust blocks or, for ductile-iron pipes, restrained joints.

3.1.8.1 Thrust Blocks

Thrust blocking shall be concrete of a mix not leaner than: 1 cement, 2-1/2 sand, 5 gravel; and having a compressive strength of not less than 2,000 psi after 28 days. Blocking shall be placed between solid ground and the hydrant or fitting to be anchored. Unless otherwise indicated or directed, the base and thrust bearing sides of thrust blocks shall be poured directly against undisturbed earth. The sides of thrust blocks not subject to thrust may be poured against forms. The area of bearing shall be as shown or as directed. Blocking shall be placed so that the fitting joints will be accessible for repair. Steel rods and clamps, protected by galvanizing or by coating with bituminous paint, shall be used to anchor vertical down bends into gravity thrust blocks.

3.2 HYDROSTATIC TESTS

Where any section of a water line is provided with concrete thrust blocking for fittings or hydrants, the hydrostatic tests shall not be made until at least 5 days after installation of the concrete thrust blocking, unless otherwise approved.

3.2.1 Pressure Test

After the pipe is laid, the joints completed, fire hydrants permanently installed, and the trench partially backfilled leaving the joints exposed for examination, the newly laid piping or any valved section of piping shall, unless otherwise specified, be subjected for 1 hour to a hydrostatic pressure test of 200 psi. Water supply lines designated on the drawings

shall be subjected for 1 hour to a hydrostatic pressure test of 200 psi. Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants, and valves shall be carefully examined during the partially open trench test. Joints showing visible leakage shall be replaced or remade as necessary. Cracked or defective pipe, joints, fittings, hydrants and valves discovered in consequence of this pressure test shall be removed and replaced with sound material, and the test shall be repeated until the test results are satisfactory. The requirement for the joints to remain exposed for the hydrostatic tests may be waived by the Contracting Officer when one or more of the following conditions is encountered:

a. Wet or unstable soil conditions in the trench.

b. Compliance would require maintaining barricades and walkways around and across an open trench in a heavily used area that would require continuous surveillance to assure safe conditions.

c. Maintaining the trench in an open condition would delay completion of the project.

The Contractor may request a waiver, setting forth in writing the reasons for the request and stating the alternative procedure proposed to comply with the required hydrostatic tests. Backfill placed prior to the tests shall be placed in accordance with the requirements of Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.2.2 Leakage Test

Leakage test shall be conducted after the pressure tests have been satisfactorily completed. The duration of each leakage test shall be at least 2 hours, and during the test the water line shall be subjected to not less than 200 psi pressure. Water supply lines designated on the drawings shall be subjected to a pressure equal to 200 psi. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved or approved section, necessary to maintain pressure within 5 psi of the specified leakage test pressure after the pipe has been filled with water and the air expelled. Piping installation will not be accepted if leakage exceeds the allowable leakage which is determined by the following formula:

L = 0.0001351ND(P raised to 0.5 power)

L = Allowable leakage in gallons per hour
N = Number of joints in the length of pipeline tested
D = Nominal diameter of the pipe in inches
P = Average test pressure during the leakage test, in psi gauge

Should any test of pipe disclose leakage greater than that calculated by the above formula, the defective joints shall be located and repaired until the leakage is within the specified allowance, without additional cost to the Government.

3.2.3 Time for Making Test

Except for joint material setting or where concrete thrust blocks necessitate a 5-day delay, pipelines jointed with rubber gaskets, mechanical or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected, and tested for leakage at any time after partial

completion of backfill. Cement-mortar lined pipe may be filled with water as recommended by the manufacturer before being subjected to the pressure test and subsequent leakage test.

3.2.4 Concurrent Hydrostatic Tests

The Contractor may elect to conduct the hydrostatic tests using either or both of the following procedures. Regardless of the sequence of tests employed, the results of pressure tests, leakage tests, and disinfection shall be as specified. Replacement, repair or retesting required shall be accomplished by the Contractor at no additional cost to the Government.

a. Pressure test and leakage test may be conducted concurrently.

b. Hydrostatic tests and disinfection may be conducted concurrently, using the water treated for disinfection to accomplish the hydrostatic tests. If water is lost when treated for disinfection and air is admitted to the unit being tested, or if any repair procedure results in contamination of the unit, disinfection shall be reaccomplished.

3.3 BACTERIAL DISINFECTION

3.3.1 Bacteriological Disinfection

Before acceptance of potable water operation, each unit of completed waterline shall be disinfected as specified. After pressure tests have been made, the unit to be disinfected shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. The chlorinating material shall be either liquid chlorine, calcium hypochlorite, or sodium hypochlorite, conforming to paragraph MISCELLANEOUS ITEMS. The chlorinating material shall provide a dosage of not less than 50 ppm and shall be introduced into the water lines in an approved manner. Polyvinyl Chloride (PVC) pipe lines shall be chlorinated using only the above specified chlorinating material in solution. The agent shall not be introduced into the line in a dry solid state. The treated water shall be retained in the pipe long enough to destroy all non-spore forming bacteria. Except where a shorter period is approved, the retention time shall be at least 24 hours and shall produce not less than 25 ppm of free chlorine residual throughout the line at the end of the retention period. Valves on the lines being disinfected shall be opened and closed several times during the contact period. The line shall then be flushed with clean water until the residual chlorine is reduced to less than 1.0 ppm. During the flushing period, each fire hydrant on the line shall be opened and closed several times. From several points in the unit, personnel from the Contractor's commercial laboratory shall take at least 3 water samples from different points, approved by the Contracting Officer, in proper sterilized containers and perform a bacterial examination in accordance with state approved methods. The commercial laboratory shall be certified by the state's approving authority for examination of potable water. The disinfection shall be repeated until tests indicate the absence of pollution for at least 2 full days. The unit will not be accepted until satisfactory bacteriological results have been obtained.

3.4 CLEANUP

Upon completion of the installation of water lines, and appurtenances, all debris and surplus materials resulting from the work shall be removed.

-- End of Section --

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SECTION 02531

SANITARY SEWERS
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M	(2001a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM C 150	(2002) Portland Cement
ASTM C 270	(2001a) Mortar for Unit Masonry
ASTM C 33	(2001a) Concrete Aggregates
ASTM C 443	(2001) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections
ASTM C 478M	(1997) Precast Reinforced Concrete Manhole Sections (Metric)
ASTM C 923	(2000) Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
ASTM C 94	(1994) Ready-Mixed Concrete **
ASTM C 94/C 94M	(2000e2) Ready-Mixed Concrete
ASTM C 969	(2000) Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
ASTM C 972	(2000) Compression-Recovery of Tape Sealant
ASTM C 990	(2001a) Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealers
ASTM D 2235	(2001) Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings
ASTM D 2321	(2000) Underground Installation of Thermoplastic Pipe for Sewers and Other

	Gravity-Flow Applications
ASTM D 2412	(1996a) Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
ASTM D 2680	(2001) Acrylonitrile-Butadiene-Styrene (ABS) and Poly(Vinyl Chloride) (PVC) Composite Sewer Piping
ASTM D 2751	(1996a) Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
ASTM D 3034	(2000) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	(1996a) Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 3753	(1999)Glass-Fiber-Reinforced Manholes
ASTM D 4101	(2002) Propylene Injection and Extrusion Materials
ASTM D 412	(1998a) Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension
ASTM D 624	(2000) Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
ASTM F 402	(1993; R 1999) Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings
ASTM F 477	(1999) Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 949	(2001a) Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

AMERICAN WATER WORKS ASSOCIATION(AWWA)

AWWA C104	(1995) Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110	(1998) Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (76 mm through 1219 mm), for Water
AWWA C111	(2000) Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C153	(2000) Ductile-Iron Compact Fittings for Water Service
AWWA C600	(1999) Installation of Ductile-Iron Water

	Mains and Their Appurtenances
AWWA C900	(1997) Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Distribution
AWWA M23	(1980) Manual: PVC Pipe - Design and Installation

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS A-A-60005	(1998) Frames, Covers, Gratings, Steps, Sump and Catch Basin, Manhole ++

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.27	Fixed Ladders

UNI-BELL PVC PIPE ASSOCIATION (UBPPA)

UBPPA UNI-B-3	(1992) Recommended Practice for the Installation of Polyvinyl Chloride (PVC) Pressure Pipe (Nominal Diameters 4-36 Inch)
UBPPA UNI-B-6	(1990) Recommended Practice for the Low-Pressure Air Testing of Installed Sewer Pipe

1.2 SYSTEM DESCRIPTION

1.2.1 Sanitary Sewer Gravity Pipeline

Provide mains and laterals 6 inch lines of acrylonitrile-butadiene-styrene (ABS) composite plastic pipe or polyvinyl chloride (PVC) plastic pipe . Provide building connections 6 inch lines of acrylonitrile-butadiene-styrene (ABS) solid-wall plastic pipe or polyvinyl chloride (PVC) plastic pipe at the Contractor's option.

1.2.2 Sanitary Sewer Pressure Lines

Provide pressure lines of polyvinyl chloride (PVC) plastic pressure pipe .

1.3 GENERAL REQUIREMENTS

The construction required herein shall include appurtenant structures and building sewers to points of connection with the building drains 5 feet outside the building to which the sewer system is to be connected. The Contractor shall replace damaged material and redo unacceptable work at no additional cost to the Government. Excavation and backfilling is specified in Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Backfilling shall be accomplished after inspection by the Contracting Officer. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material. 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 the

plastic pipe shall be stored in accordance with the manufacturer's recommendation 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.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Precast concrete manhole; G-AO,

Metal items; G-AO,

Frames, covers, and gratings; G-AO,

SD-03 Product Data

Pipeline materials; G-AO,

Submit manufacturer's standard drawings or catalog cuts.

SD-07 Certificates

Portland Cement; G-AO,

Certificates of compliance stating the type of cement used in manufacture of concrete pipe, fittings and precast manholes.

1.5 DELIVERY, STORAGE, AND HANDLING

1.5.1 Delivery and Storage

1.5.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.5.2 Handling

Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. Take special care not to damage linings of pipe and fittings; if lining is damaged, make satisfactory repairs. Carry, do not drag, pipe to trench.

PART 2 PRODUCTS

2.1 PIPELINE MATERIALS

Pipe shall conform to the respective specifications and other requirements

specified below.

2.1.1 ABS Composite Plastic Piping

2.1.1.1 ABS Composite Plastic Pipe and Fittings

ASTM D 2680.

2.1.1.2 Jointing Materials for ABS Composite Plastic Piping

Solvent cement and primer shall conform to ASTM D 2680.

2.1.2 ABS Solid-Wall Plastic Piping

2.1.2.1 ABS Solid-Wall Plastic Pipe and Fittings

ASTM D 2751, SDR 35, with ends suitable for either solvent cement joints or elastomer joints.

2.1.2.2 ABS Solid-Wall Plastic Joints and Jointing Materials

Solvent cement for solvent cement joints shall conform to ASTM D 2235. Elastomeric joints shall conform to ASTM D 3212. Gaskets for elastomeric joints shall conform to ASTM F 477.

2.1.3 PVC Plastic Gravity Sewer Piping

2.1.3.1 PVC Plastic Gravity Pipe and Fittings

ASTM D 3034, SDR 35, or ASTM F 949 with ends suitable for elastomeric gasket joints.

2.1.3.2 PVC Plastic Gravity Joints and Jointing Material

Joints shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

2.1.4 PVC Plastic Pressure Pipe and Associated Fittings

2.1.4.1 PVC Plastic Pressure Pipe and Fittings

a. Pipe and Fittings 4 inch Diameter to 12 inch: Pipe shall conform to AWWA C900 and shall be plain end or gasket bell end, Pressure Class 150 (DR 18), with cast-iron-pipe-equivalent OD. Fittings shall be gray-iron or ductile-iron conforming to AWWA C110 or AWWA C153 and shall have cement-mortar lining conforming to AWWA C104, standard thickness. Fittings with push-on joint ends shall conform to the same requirements as fittings with mechanical-joint ends, except that bell design shall be modified, as approved, for push-on joint suitable for use with the PVC plastic pressure pipe specified in this paragraph.

2.2 CONCRETE MATERIALS

2.2.1 Cement Mortar

Cement mortar shall conform to ASTM C 270, Type M with Type II cement.

2.2.2 Portland Cement

Portland cement shall conform to ASTM C 150, Type II for concrete used in concrete pipe, concrete pipe fittings, and manholes and type optional with the Contractor for cement used in concrete cradle, concrete encasement, and thrust blocking. Where aggregates are alkali reactive, as determined by Appendix XI of ASTM C 33, a cement containing less than 0.60 percent alkalies shall be used.

2.2.3 Portland Cement Concrete

Portland cement concrete shall conform to ASTM C 94/C 94M, compressive strength of 4000 psi at 28 days, except for concrete cradle and encasement or concrete blocks for manholes. Concrete used for cradle and encasement shall have a compressive strength of 2500 psiminimum at 28 days. Concrete in place shall be protected from freezing and moisture loss for 7 days. Text

2.3 MISCELLANEOUS MATERIALS

2.3.1 Precast Concrete Manholes and Glass-Fiber-Reinforced Polyester Manholes.

Precast concrete manhole risers, base sections, and tops shall conform to ASTM C 478; base and first riser shall be monolithic.
Glass-Fiber-Reinforced Polyester Manholes shall conform to ASTM D 3753.

2.3.2 Gaskets and Connectors

Gaskets for joints between manhole sections shall conform to ASTM C 443. Resilient connectors for making joints between manhole and pipes entering manhole shall conform to ASTM C 923 or ASTM C 990.

2.3.3 External Preformed Rubber Joint Seals

An external preformed rubber joint seal shall be an accepted method of sealing cast iron covers to precast concrete sections to prevent ground water infiltration into sewer systems. All finished and sealed manholes constructed in accordance with paragraph entitled "Manhole Construction" shall be tested for leakage in the same manner as pipelines as described in paragraph entitled "Leakage Tests." The seal shall be multi-section with a neoprene rubber top section and all lower sections made of Ethylene Proplene Di Monomer (EPDM) rubber with a minimum thickness of 60 mils. Each unit shall consist of a top and bottom section and shall have mastic on the bottom of the bottom section and mastic on the top and bottom of the top section. The mastic shall be a non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. Extension sections shall cover up to two more adjusting rings. Properties and valves are listed in the following tables:

Properties, Test Methods and Minimum Values for
Rubber used in Preformed Joint Seals

Physical Properties	Test Methods	EPDM	Neoprene	Butyl mastic
Tensile, psi	ASTM D 412	1840	2195	-
Elogation percent	ASTM D 412	553	295	350
Tear Resistance, ppi	ASTM D 624	280	160	-

Properties, Test Methods and Minimum Values for
Rubber used in Preformed Joint Seals

Physical Properties	Test Methods (Die B)	EPDM	Neoprene	Butyl mastic
Rebound, percent, 5 minutes	ASTM C 972 (mod.)	-	-	11
Rebound, percent, 2 hours	ASTM C 972	-	-	12

2.3.4 Metal Items

2.3.4.1 Frames, Covers, and Gratings for Manholes

FS A-A-60005, cast iron; figure numbers shall be as follows :

a. Traffic manhole: Provide in paved areas.

Frame: Figure 1, Size 22A
Cover: Figure 8, Size 22A
Steps: Figure 19

b. Non-traffic manhole:

Frame: Figure 4, Size 22
Cover: Figure 12, Size 22
Steps: Figure 19

Frames and covers shall be cast iron, ductile iron or reinforced concrete. Cast iron frames and covers shall be as indicated or shall be of type suitable for the application, circular, without vent holes. The frames and covers shall have a combined weight of not less than 400 pounds. Reinforced concrete frames and covers shall be as indicated or shall conform to ASTM C 478 or ASTM C 478M. The word "Sewer" shall be stamped or cast into covers so that it is plainly visible.

2.3.4.2 Manhole Steps

Zinc-coated steel as indicated conforming to 29 CFR 1910.27. Plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D 4101, copolymer polypropylene. Rubber shall conform to ASTM C 443, except shore A durometer hardness shall be 70 plus or minus 5. Aluminum steps or rungs will not be permitted. Steps are not required in manholes less than 4 feet deep.

2.3.4.3 Manhole Ladders

A steel ladder shall be provided where the depth of a manhole exceeds 12 feet. The ladder shall not be less than 16 inches in width, with 3/4 inch diameter rungs spaced 12 inches apart. The two stringers shall be a minimum 3/8 inch thick and 2 inches wide. Ladders and inserts shall be galvanized after fabrication in conformance with ASTM A 123/A 123M.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.1.1 General Requirements for Installation of Pipelines

Apply except where specific exception is made in the following paragraphs entitled "Special Requirements."

3.1.1.1 Location

The work covered by this section shall terminate at a point approximately 5 feet from the building , unless otherwise indicated. Where sanitary sewer lines pass below water lines, lay pipe so that no joint in the sewer line will be closer than 3 feet, horizontal distance, to the water line.

a. Sanitary piping installation parallel with water line:

(1) Normal conditions: Sanitary piping or manholes shall be laid at least 10 feet horizontally from a water line whenever possible. The distance shall be measured edge-to-edge.

(2) Unusual conditions: When local conditions prevent a horizontal separation of 10 feet, the sanitary piping or manhole may be laid closer to a water line provided that:

(a) The top (crown) of the sanitary piping shall be at least 18 inches below the bottom (invert) of the water main.

(b) Where this vertical separation cannot be obtained, the sanitary piping shall be constructed of AWWA-approved PVC Plastic water pipe pressure tested in place without leakage prior to backfilling.

(c) The sewer manhole shall be of watertight construction and tested in place.

b. Installation of sanitary piping crossing a water line:

(1) Normal conditions: Lay sanitary piping crossing water lines to provide a separation of at least 18 inches between the top of the sanitary piping and the bottom of the water line whenever possible.

(2) Unusual conditions: When local conditions prevent a vertical separation described above, use the following construction:

(a) Sanitary piping passing over or under water lines shall be constructed of AWWA-approved PVC plastic water pipe, pressure tested in place without leakage prior to backfilling.

(b) Sanitary piping passing over water lines shall, in addition, be protected by providing:

1. A vertical separation of at least 18 inches between the bottom of the sanitary piping and the top of the water line.

2. Adequate structural support for the sanitary piping to prevent excessive deflection of the joints and the settling on and breaking of the water line.

3. That the length, minimum 20 feet, of the sanitary piping be

centered at the point of the crossing so that joints shall be equidistant and as far as possible from the water line.

c. Sanitary sewer manholes: No water piping shall pass through or come in contact with any part of a sanitary sewer manhole.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 02316A

3.1.1.3 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; replace those found defective and remove from site. Provide proper facilities for lowering sections of pipe into trenches. Lay nonpressure pipe with the bell ends in the upgrade direction. Adjust spigots in bells to give a uniform space all around. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions, pipe or fittings that do not allow sufficient space for installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

Branch connections shall be made by use of regular fittings or solvent cemented saddles as approved. Saddles for ABS and PVC composite pipe shall conform to Figure 2 of ASTM D 2680; saddles for ABS pipe shall comply with Table 3 of ASTM D 2751; and saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.

3.1.1.4 Connections to Existing Lines

Obtain approval from the Contracting Officer before making connection to existing line. Conduct work so that there is minimum interruption of service on existing line.

3.1.2 Special Requirements

3.1.2.1 Installation of ABS Composite Plastic Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the recommendations of the plastic pipe manufacturer. Make joints with the primer and solvent cement specified for this joint and assemble in accordance with the recommendations of the pipe manufacturer. Handle solvent cement in accordance with ASTM F 402.

3.1.2.2 Installation of ABS Solid-Wall Plastic Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the recommendations of the plastic pipe manufacturer. Make solvent cement joints with the solvent cement previously specified for this type joint. Make elastomeric joints with the gaskets specified for this type joint and assemble in accordance with the recommendations of the pipe manufacturer. Handle solvent cement in accordance with ASTM F 402.

3.1.2.3 Installation of PVC Plastic Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the requirements of ASTM D 2321 for laying and joining pipe and fittings. Make joints with the gaskets specified for joints with this piping and assemble in accordance with the requirements of ASTM D 2321 for assembly of joints. Make joints to other pipe materials in accordance with the recommendations of the plastic pipe manufacturer.

3.1.2.4 Installation of PVC Plastic Pressure Pipe and Fittings

Unless otherwise specified, install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section; with the requirements of UBPPA UNI-B-3 for laying of pipe, joining PVC pipe to fittings and accessories, and setting of hydrants, valves, and fittings; and with the recommendations for pipe joint assembly and appurtenance installation in AWWA M23, Chapter 7, "Installation."

a. Pipe 4 Inch Diameter Joints: Make push-on joints with the elastomeric gaskets specified for this type joint, using either elastomeric-gasket bell-end pipe or elastomeric-gasket couplings. For pipe-to-pipe push-on joint connections, use only pipe with push-on joint ends having factory-made bevel; for push-on joint connections to fittings, cut spigot end of pipe off square and re-bevel pipe end to a bevel approximately the same as that on ductile-iron pipe used for the same type of joint. Use an approved lubricant recommended by the pipe manufacturer for push-on joints. Assemble push-on joints for pipe-to-pipe joint connections in accordance with the requirements of UBPPA UNI-B-3 for laying the pipe and the recommendations in AWWA M23, Chapter 7, "Installation," for pipe joint assembly. Assemble push-on joints for connection to fittings in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories and with the applicable requirements of AWWA C600 for joint assembly. Make compression-type joints/mechanical-joints with the gaskets, glands, bolts, nuts, and internal stiffeners specified for this type joint and assemble in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories, with the applicable requirements of AWWA C600 for joint assembly, and with the recommendations of Appendix A to AWWA C111. Cut off spigot end of pipe for compression-type joint/mechanical-joint connections and do not re-bevel.

b. Pipe anchorage: Provide concrete thrust blocks (reaction backing) for pipe anchorage. Size and position thrust blocks as indicated. Use concrete conforming to ASTM C 94 having a minimum compressive strength of 2,000 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 1/2 parts sand, and 5 parts gravel, having the same minimum compressive strength.

3.1.3 Concrete Work

The pipe shall be supported on a concrete cradle, or encased in concrete where indicated or directed.

3.1.4 Manhole Construction

Construct base slab of cast-in-place concrete or use precast concrete base

sections. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent sewer sections. For changes in direction of the sewer and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. No parging will be permitted on interior manhole walls. For precast concrete construction, make joints between manhole sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Parging will not be required for precast concrete manholes. Cast-in-place concrete work shall be in accordance with the requirements specified under paragraph entitled "Concrete Work" of this section. Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose; install in accordance with the recommendations of the connector manufacturer. Where a new manhole is constructed on an existing line, remove existing pipe as necessary to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding into the manhole. Use resilient connectors as previously specified for pipe connectors to concrete manholes.

3.1.5 Miscellaneous Construction and Installation

3.1.5.1 Connecting to Existing Manholes

Pipe connections to existing manholes shall be made so that finish work will conform as nearly as practicable to the applicable requirements specified for new manholes, including all necessary concrete work, cutting, and shaping. The connection shall be centered on the manhole. Holes for the new pipe shall be of sufficient diameter to allow packing cement mortar around the entire periphery of the pipe but no larger than 1.5 times the diameter of the pipe. Cutting the manhole shall be done in a manner that will cause the least damage to the walls.

3.1.5.2 Metal Work

a. Workmanship and finish: Perform metal work so that workmanship and finish will be equal to the best practice in modern structural shops and foundries. Form iron to shape and size with sharp lines and angles. Do shearing and punching so that clean true lines and surfaces are produced. Make castings sound and free from warp, cold shuts, and blow holes that may impair their strength or appearance. Give exposed surfaces a smooth finish with sharp well-defined lines and arises. Provide necessary rabbets, lugs, and brackets wherever necessary for fitting and support.

b. Field painting: After installation, clean cast-iron frames, covers, gratings, and steps not buried in concrete to bare metal of mortar, rust, grease, dirt, and other deleterious materials and apply a coat of bituminous paint. Do not paint surfaces subject to abrasion.

3.1.6 Installations of Wye Branches

Cutting into piping for connections shall not be done except in special approved cases. When the connecting pipe cannot be adequately supported on undisturbed earth or tamped backfill, the pipe shall be encased in concrete

backfill or supported on a concrete cradle as directed. Concrete required because of conditions resulting from faulty construction methods or negligence by the Contractor shall be installed at no additional cost to the Government. The installation of wye branches in an existing sewer shall be made by a method which does not damage the integrity of the existing sewer. One acceptable method consists of removing one pipe section, breaking off the upper half of the bell of the next lower section and half of the running bell of wye section. After placing the new section, it shall be rotated so that the broken half of the bell will be at the bottom. The two joints shall then be made with joint packing and cement mortar.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Contracting Officer will conduct field inspections and witness field tests specified in this section. Be able to produce evidence, when required, that each item of work has been constructed in accordance with the drawings and specifications.

3.2.2 Tests for Nonpressure Lines

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. When pressure piping is used in a nonpressure line for nonpressure use, test this piping as specified for nonpressure pipe.

3.2.2.1 Leakage Tests

Test lines for leakage by either infiltration tests or exfiltration tests, or by low-pressure air tests. Prior to testing for leakage, backfill trench up to at least lower half of pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe sufficient to prevent movement, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

a. Infiltration tests and exfiltration tests: Perform these tests for sewer lines made of the specified materials, not only concrete, in accordance with ASTM C 969. Make calculations in accordance with the Appendix to ASTM C 969.

b. Low-pressure air tests: Perform tests as follows:

(1) ABS composite plastic pipelines: Test in accordance with the applicable requirements of UBPPA UNI-B-6. Allowable pressure drop shall be as given in UBPPA UNI-B-6. Make calculations in accordance with the Appendix to UBPPA UNI-B-6.

(2) PVC plastic pipelines: Test in accordance with UBPPA UNI-B-6. Allowable pressure drop shall be as given in UBPPA UNI-B-6. Make calculations in accordance with the Appendix to UBPPA UNI-B-6.

3.2.2.2 Deflection Testing

Perform a deflection test on entire length of installed plastic pipeline on

completion of work adjacent to and over the pipeline, including leakage tests, backfilling, placement of fill, grading, paving, concreting, and any other superimposed loads determined in accordance with ASTM D 2412. Deflection of pipe in the installed pipeline under external loads shall not exceed 4.5 percent of the average inside diameter of pipe. Determine whether the allowable deflection has been exceeded by use of a pull-through device or a deflection measuring device.

a. Pull-through device: This device shall be a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. Circular sections shall be so spaced on the shaft that distance from external faces of front and back sections will equal or exceed diameter of the circular section. Pull-through device may also be of a design promulgated by the Uni-Bell Plastic Pipe Association, provided the device meets the applicable requirements specified in this paragraph, including those for diameter of the device, and that the mandrel has a minimum of 9 arms. Ball, cylinder, or circular sections shall conform to the following:

   (1) A diameter, or minor diameter as applicable, of 95 percent of the average inside diameter of the pipe; tolerance of plus 0.5 percent will be permitted.

   (2) Homogeneous material throughout, shall have a density greater than 1.0 as related to water at 39.2 degrees F, and shall have a surface Brinell hardness of not less than 150.

   (3) Center bored and through-bolted with a 1/4 inch minimum diameter steel shaft having a yield strength of not less than 70,000 pounds per square inch, with eyes or loops at each end for attaching pulling cables.

   (4) Each eye or loop shall be suitably backed with a flange or heavy washer such that a pull exerted on opposite end of shaft will produce compression throughout remote end.

b. Deflection measuring device: Sensitive to 1.0 percent of the diameter of the pipe being tested and shall be accurate to 1.0 percent of the indicated dimension. Deflection measuring device shall be approved prior to use.

c. Pull-through device procedure: Pass the pull-through device through each run of pipe, either by pulling it through or flushing it through with water. If the device fails to pass freely through a pipe run, replace pipe which has the excessive deflection and completely retest in same manner and under same conditions.

d. Deflection measuring device procedure: Measure deflections through each run of installed pipe. If deflection readings in excess of 4.5 percent of average inside diameter of pipe are obtained, retest pipe by a run from the opposite direction. If retest continues to show a deflection in excess of 4.5 percent of average inside diameter of pipe, replace pipe which has excessive deflection and completely retest in same manner and under same conditions.

3.2.3 Tests for Pressure Lines

Test pressure lines in accordance with the applicable standard specified in this paragraph, except for test pressures. For hydrostatic pressure test, use a hydrostatic pressure 50 psi in excess of the maximum working pressure of the system, but not less than 100 psi, holding the pressure for a period of not less than one hour. For leakage test, use a hydrostatic pressure not less than the maximum working pressure of the system. Leakage test may be performed at the same time and at the same test pressure as the pressure test. Test PVC plastic pressure lines in accordance with the requirements of UBPPA UNI-B-3 for pressure and leakage tests, using the allowable leakage given therein.

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SECTION 02556A

GAS DISTRIBUTION SYSTEM
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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 GAS ASSOCIATION (AGA)

AGA Manual	(1994; Addenda/Correction Jan 1996) AGA Plastic Pipe Manual for Gas Service

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B109.2	(2000) Diaphragm Type Gas Displacement Meters (500 Cubic Feet per Hour Capacity and Over)

AMERICAN PETROLEUM INSTITUTE (API)

API Spec 5L	(2000) Line Pipe
API Spec 6D	(1994; Supple 2 Dec 1997) Pipeline Valves (Gate, Plug, Ball, and Check Valves)

ASTM INTERNATIONAL (ASTM)

ASTM A 53/A 53M	(2001) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 181/A 181M	(2001) Carbon Steel Forgings, for General-Purpose Piping
ASTM D 2513	(2001a) Thermoplastic Gas Pressure Pipe, Tubing, and Fittings
ASTM D 2517	(2000) Reinforced Epoxy Resin Gas Pressure Pipe and Fittings
ASTM D 2683	(1998) Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing
ASTM D 3261	(1997) Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D 3308	(2001) PTFE Resin Skived Tape
ASTM D 3350	(2002) Polyethylene Plastics Pipe and

Fittings Materials

ASME INTERNATIONAL (ASME)

ASME B1.20.1	(1983; R 2001) Pipe Threads, General Purpose, Inch
ASME B16.5	(1996) Pipe Flanges and Flanged Fittings
ASME B16.9	(2001) Factory-Made Wrought Steel Buttwelding Fittings
ASME B16.11	(2001) Forged Fittings, Socket-Welding and Threaded
ASME B16.21	(1992) Nonmetallic Flat Gaskets for Pipe Flanges
ASME B16.34	(1996) Valves Flanged, Threaded, and Welding End
ASME B16.40	(1985; R 1994) Manually Operated Thermoplastic Gas Shutoffs and Valves in Gas Distribution Systems
ASME B31.8	(2000) Gas Transmission and Distribution Piping Systems

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-25	(1998) Standard Marking System for Valves, Fittings, Flanges and Unions

MASTER PAINTERS INSTITUTE (MPI)

MPI 9	(May 2002) Exterior Alkyd Enamel

NACE INTERNATIONAL (NACE)

NACE RP0185	(1996) Extruded, Polyolefin Resin Coating Systems with Soft Adhesives for Underground or Submerged Pipe
NACE RP0274	(1998) High Voltage Electrical Inspection of Pipeline Coatings Prior to Installation

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Paint 25	(1997; R 2000) Zinc Oxide, Alkyd, Linseed Oil Primer for Use Over Hand Cleaned Steel, Type I and Type II
SSPC SP 1	(1982; R 2000) Solvent Cleaning
SSPC SP 3	(1982; R 2000) Power Tool Cleaning
SSPC SP 6	(2000) Commercial Blast Cleaning

SSPC SP 7 (2000) Brush-Off Blast Cleaning

UNDERWRITERS LABORATORIES (UL)

UL Gas&Oil Dir (2000) Gas and Oil Equipment Directory

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

49 CFR 192 Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Pipe, Fittings, and Associated Materials; G-AO

Drawings shall contain complete schematic and piping diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Drawings shall show proposed layout and anchorage of the system and appurtenances, and equipment relationship to other parts of the work including clearances for maintenance and operation.

SD-03 Product Data

Materials and Equipment; G-AO

A complete list of equipment and materials, including manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions, including, but not limited to the following:

a. Dielectric Waterways and Flange Kits.

b. Meters.

c. Pressure Reducing Valves.

d. Regulators.

e. Earthquake Actuated Automatic Gas Shutoff System.

f. Piping.

g. Fittings.

h. Valves and boxes.

i. Gas Transition Fittings.

Spare Parts; G-AO.

Spare parts lists for each different item of material and equipment specified.

Connections to Existing Lines; G-AO

Notification of the Contractor's schedule for making connections to existing gas lines, at least 10 days in advance.

Jointing Polyethylene and Fiberglass Piping; G-AO

A copy of qualified jointing procedures, training procedures, qualifications of trainer, and training test results for joiners and inspectors.

Connection and Abandonment Plan; G-AO

A copy of procedures for gas line tie in, hot taps, abandonment/removal or demolition, purging, and plugging as applicable in accordance with ASME B31.8.

SD-06 Test Reports

Pressure and Leak Tests; G-AO

Data from all pressure tests of the distribution system.

SD-07 Certificates

Utility Work; G-AO.

Certification from the Operating Agency/Utility Company that work for which the Utility is responsible has been completed.

Training; G-AO

A copy of each inspector's and jointer's training certificate with respective test results.

SD-10 Operation and Maintenance Data

Gas Distribution System; G-AO

Six copies, in booklet form and indexed, of site specific natural gas operation and maintenance manual for each gas distribution system including system operation, system maintenance, equipment operation, and equipment maintenance manuals described below. If operation and maintenance manuals are provided in a common volume, they shall be clearly differentiated and separately indexed.

The System Operation Manual shall include but not be limited to the following:

a. Maps showing piping layout and locations of all system valves and gas line markers.

b. Step-by-step procedures required for system startup, operation, and shutdown. System components and equipment shall be

indexed to the gas maps.

c. Isolation procedures and valve operations to shut down or isolate each section of the system. Valves and other system components shall be indexed to the gas maps.

d. Descriptions of Site Specific Standard Operation Procedures including permanent and temporary pipe repair procedures, system restart and test procedures for placing repaired lines back in service, and procedures for abandoning gas piping and system components.

e. Descriptions of Emergency Procedures including: isolation procedures including required valve operations with valve locations indexed to gas map, recommended emergency equipment, checklist for major emergencies and procedures for connecting emergency gas supply.

The Equipment Operation Manual shall include, but not be limited to, detail drawings, equipment data, and manufacturer supplied operation manuals for all equipment, valves and system components.

The System Maintenance Manuals shall include, but not be limited to:

a. Maintenance check list for entire gas distribution system.

b. Descriptions of site specific standard maintenance procedures.

c. Maintenance procedures for installed cathodic protection systems.

d. Piping layout, equipment layout, and control diagrams of the systems as installed.

e. Identification of pipe materials and manufacturer by location, pipe repair procedures, and jointing procedures at transitions to other piping materials or piping from different manufacturer.

The Equipment Maintenance Manuals shall include but not be limited to the following:

a. Identification of valves and other equipment by materials, manufacturer, vendor identification and location.

b. Maintenance procedures and recommended maintenance tool kits for all valves and equipment.

c. Recommended repair methods, either field repair, factory repair, or whole-item replacement for each valve component or piece of equipment or component item.

d. Routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide.

1.3 GENERAL REQUIREMENTS

1.3.1 Not Used

1.3.2 Jointing Polyethylene and Fiberglass Piping

Piping shall be joined by performance qualified joiners using qualified procedures in accordance with AGA Manual. Manufacturer's prequalified joining procedures shall be used. Joints shall be inspected by an inspector qualified in the joining procedures being used and in accordance with AGA Manual. Joiners and inspectors shall be qualified at the jobsite by a person who has been trained and certified by the manufacturer of the pipe, to train and qualify joiners and inspectors in each joining procedure to be used on the job. Training shall include use of equipment, explanation of the procedure, and successfully making joints which pass tests specified in AGA Manual. The Contracting Officer shall be notified at least 24 hours in advance of the date to qualify joiners and inspectors.

1.3.3 Standard Products

Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Asbestos or products containing asbestos shall not be used. Equipment shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site. Valves, flanges, and fittings shall be marked in accordance with MSS SP-25.

1.3.4 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing the work.

1.3.5 Handling

Pipe and components shall be handled carefully to ensure a sound, undamaged condition. Particular care shall be taken not to damage pipe coating. No pipe or material of any kind shall be placed inside another pipe or fitting after the coating has been applied, except as specified in paragraph INSTALLATION. Plastic pipe shall be handled in conformance with AGA Manual.

1.3.6 Spare Parts

The Contractor shall submit spare parts data for each different item of equipment and material specified, after approval of the detail drawings and not later than 2 months prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

PART 2 PRODUCTS

2.1 PIPE, FITTINGS, AND ASSOCIATED MATERIALS

2.1.1 Steel Pipe

Steel pipe shall conform to ASTM A 53/A 53M, Grade A or B, Type E or S, Schedule 40; or API Spec 5L seamless or electric resistance welded, Schedule 40, black steel pipe as specified in ASME B31.8. Furnace buttwelded pipe may be used in sizes 1-1/2 inches and smaller.

2.1.2 Small Fittings

Fittings 1-1/2 inches and smaller shall conform to ASME B16.11.

2.1.3 Fittings, 2 Inches and Larger

Pipe flanges and flanged fittings including bolts, nuts, and bolt patterns shall be in accordance with ASME B16.5, Class 150. Buttweld fittings shall be in accordance with ASME B16.9. Weld neck flanges shall be used.

2.1.4 Steel Forged Branch Connections

Connections shall conform to ASTM A 181/A 181M, Class 60, carbon steel.

2.1.5 Flange Gaskets

Gaskets shall be non-asbestos compressed material in accordance with ASME B16.21, 1/16 inch minimum thickness, full face or self-centering flat ring type. The gaskets shall contain aramid fibers bonded with nitrile butadiene rubber (NBR), or glass fibers bonded with polytetrafluoroethylene, suitable for maximum 600 degrees F service and meeting applicable requirements of ASME B31.8.

2.1.6 Pipe Threads

Pipe threads shall conform to ASME B1.20.1.

2.1.7 Polyethylene Pipe, Tubing, Fittings and Joints

Polyethylene pipe, tubing, fittings and joints shall conform to ASTM D 3350 and ASTM D 2513, pipe designations PE 2406 and PE 3408, rated SDR 11 or less, as specified in ASME B31.8. Pipe sections shall be marked as required by ASTM D 2513. Butt fittings shall conform to ASTM D 3261 and socket fittings shall conform to ASTM D 2683. Fittings shall match the service rating of the pipe. Minimum wall thickness shall be as required.

2.1.8 Fiberglass Pipe, Fittings and Adhesive

Fiberglass pipe, fittings and adhesive shall conform to ASTM D 2517. Pipe sections shall be marked as required by ASTM D 2517. Minimum wall thickness shall be as required.

2.1.9 Sealants for Steel Pipe Threaded Joints

2.1.9.1 Sealing Compound

Joint sealing compound shall be as listed in UL Gas&Oil Dir, Class 20 or less.

2.1.9.2 Tape

Polytetrafluoroethylene tape shall conform to ASTM D 3308.

2.1.10 Identification

Pipe flow markings and metal tags for each valve, meter, and regulator shall be provided as required by the Contracting Officer.

2.1.11 Insulating Joint Materials

Insulating joint materials shall be provided between flanged or threaded metallic pipe systems where shown to isolate galvanic or electrolytic action.

2.1.11.1 Threaded Joints

Joints for threaded pipe shall be steel body nut type, dielectric waterways with insulating gaskets.

2.1.11.2 Flanged Joints

Joints for flanged pipe shall consist of full face sandwich-type flange insulating gasket of the dielectric type, insulating sleeves for flange bolts and insulating washers for flange nuts.

2.1.11.3 Dielectric Waterways and Flanges

Dielectric waterways shall have temperature and pressure rating equal to or greater than that specified for the connecting piping. Waterways shall have metal connections on both ends suited to match connecting piping. Dielectric waterways shall be internally lined with an insulator specifically designed to prevent current flow between dissimilar metals. Dielectric flanges shall meet the performance requirements described herein for dielectric waterways.

2.1.12 Gas Transition Fittings

Gas transition fittings shall be manufactured steel fittings approved for jointing steel and polyethylene or fiberglass pipe. Approved transition fittings are those that conform to AGA Manual requirements for transition fittings.

2.2 VALVES

Valves shall be suitable for shutoff or isolation service and shall conform to the following:

2.2.1 Steel Valves

Steel valves 1-1/2 inches and smaller installed underground shall conform to ASME B16.34, carbon steel, socket weld ends, with square wrench operator adaptor. Steel valves 1-1/2 inches and smaller installed aboveground shall conform to ASME B16.34, carbon steel, socket weld or threaded ends with handwheel or wrench operator. Steel valves 2 inches and larger installed underground shall conform to API Spec 6D, carbon steel, buttweld ends, Class 150 with square wrench operator adaptor. Steel valves 2 inches and larger installed aboveground shall conform to API Spec 6D, carbon steel, buttweld or flanged ends, Class 150 with handwheel or wrench operator.

2.2.2 Steel Valve Operators

Valves 8 inches and larger shall be provided with worm or spur gear operators, totally enclosed, grease packed, and sealed. The operators shall have Open and Closed stops and position indicators. Locking feature shall be provided where indicated. Wherever the lubricant connections are not conveniently accessible, suitable extensions for the application of

lubricant shall be provided. Valves shall be provided with lubricant compatible with gas service.

2.2.3 Polyethylene Valves

Polyethylene valves shall conform to ASME B16.40. Polyethylene valves, in sizes 1/2 inch to 6 inches, may be used with polyethylene distribution and service lines, in lieu of steel valves, for underground installation only.

2.3 PRESSURE REGULATORS

Regulators shall have ferrous bodies, shall provide backflow and vacuum protection, and shall be designed to meet the pressure, load and other service conditions.

2.3.1 Not Used

2.3.2 Service Line Regulators

Pressure regulators for individual service lines shall have ferrous bodies. Regulator shall be capable of reducing distribution line pressure to pressures required for users. Regulators shall be provided where gas will be distributed at pressures in excess of 10 inches of water column. Pressure relief shall be set at a lower pressure than would cause unsafe operation of any connected user. Regulators for liquified petroleum gas shall be adjusted to 10 to 12 inches of water column. Pressure relief for liquified petroleum gas shall be set at 16 inches of water column. Regulator shall have single port with orifice diameter no greater than that recommended by the manufacturer for the maximum gas pressure at the regulator inlet. Regulator valve vent shall be of resilient materials designed to withstand flow conditions when pressed against the valve port. Regulator shall be capable of regulating downstream pressure within limits of accuracy and shall be capable of limiting the buildup of pressure under no-flow conditions to 50 percent or less of the discharge pressure maintained under flow conditions. Regulator shall have a self contained service regulator. Regulator pipe connections shall not exceed 2 inchsize.

2.4 METERS

Meters shall conform to ANSI B109.2. Meters shall be pedestal mounted and be provided with a strainer immediately upstream. Meters shall be provided with over-pressure protection as specified in ASME B31.8 tamper-proof protection frost protection . Meters shall be suitable for accurately measuring and handling gas at pressures, temperatures, and flow rates indicated. Meters shall have a pulse switch initiator capable of operating up to speeds of 500 pulses per minute with no false pulses and shall require no field adjustments. Initiators shall provide the maximum number of pulses up to 500 per minute that is obtainable from the manufacturer. It shall provide not less than one pulse per 100 cubic feet of gas.

2.5 EARTHQUAKE ACTUATED AUTOMATIC GAS SHUTOFF SYSTEM

Earthquake Actuated Automatic Gas Shutoff devices shall be listed by the State of California, Division of the State Architect as being tested and in conformance with specified requirements. The system shall safely interrupt the flow of gas to the building due to strong ground shaking of an earthquake. One device shall be provide per building downstream of the isolation valve in the meter and pressure regulator assembly.

2.6 NOT USED

2.7 PROTECTIVE COVERING MATERIALS

Continuously extruded polyethylene and adhesive coating system materials shall conform to NACE RP0185, Type A.

PART 3 EXECUTION

3.1 EXCAVATION AND BACKFILLING

Earthwork shall be as specified in Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.2 GAS MAINS

Pipe for gas mains shall be polyethylene or fiberglass. Polyethylene or fiberglass mains shall not be installed aboveground.

3.3 SERVICE LINES CONNECTION

Service lines shall be constructed of materials specified for gas mains and shall extend from a gas main to and including the point of delivery within 5 feet of the building. The point of delivery is the meter. The service lines shall be connected to the gas mains as indicated. Where indicated, service line shall be provided with an isolation valve of the same size as the service line. The service lines shall be as short and as straight as practicable between the point of delivery and the gas main and shall not be bent or curved laterally unless necessary to avoid obstructions or otherwise permitted. Service lines shall be laid with as few joints as practicable using standard lengths of pipe. Shorter lengths shall be used only for closures.

3.4 WORKMANSHIP AND DEFECTS

Pipe, tubing, and fittings shall be clear and free of cutting burrs and defects in structure or threading and shall be thoroughly brushed and blown free of chips and scale. Defective pipe, tubing, or fittings shall be replaced and shall not be repaired.

3.5 PROTECTIVE COVERING

3.5.1 Protective Covering for Underground Steel Pipe

Except as otherwise specified, protective coverings shall be applied mechanically in a factory or field plant especially equipped for the purpose. Valves and fittings that cannot be coated and wrapped mechanically shall have the protective covering applied by hand, preferably at the plant that applies the covering to the pipe. Joints shall be coated and wrapped by hand. Hand coating and wrapping shall be done in a manner and with materials that will produce a covering equal in thickness to that of the covering applied mechanically.

3.5.1.1 Thermoplastic Resin Coating System

The coating system shall conform to NACE RP0185, Type A. The exterior of the pipe shall be cleaned to a commercial grade blast cleaning finish in accordance with SSPC SP 6. Adhesive compound shall be applied to the pipe. Immediately after the adhesive is applied, a seamless tube of polyethylene

shall be extruded over the adhesive to produce a bonded seamless coating. The nominal thickness of the pipe coating system shall be 10 mils (plus or minus 10 percent) of adhesive and 40 mils (plus or minus 10 percent) of polyethylene for pipes up to 16 inches in diameter. For pipes 18 inches and larger in diameter, the pipe coating system thickness shall be 10 mils (plus or minus 10 percent) adhesive and 60 mils (plus or minus 10 percent) polyethylene. Joint coating and field repair material shall be applied as recommended by the coating manufacturer and shall be one of the following:

a. Heat shrinkable polyethylene sleeves.

b. Polyvinyl chloride pressure-sensitive adhesive tape.

c. High density polyethylene/bituminous rubber compound tape.

The coating system shall be inspected for holes, voids, cracks, and other damage during installation.

3.5.1.2 Inspection of Pipe Coatings

Any damage to the protective covering during transit and handling shall be repaired before installation. After field coating and wrapping has been applied, the entire pipe shall be inspected by an electric holiday detector with impressed current set at a value in accordance with NACE RP0274 using a full-ring, spring-type coil electrode. The holiday detector shall be equipped with a bell, buzzer, or other type of audible signal which sounds when a holiday is detected. All holidays in the protective covering shall be repaired immediately upon detection. The Contracting Officer reserves the right to inspect and determine the suitability of the detector. Labor, materials, and equipment necessary for conducting the inspection shall be furnished by the Contractor.

3.5.2 Protective Covering for Aboveground Piping Systems

Finish painting shall conform to the applicable paragraphs of Section 09900 PAINTING, GENERAL and as follows:

3.5.2.1 Ferrous Surfaces

Shop primed surfaces shall be touched up with ferrous metal primer same type paint as the shop primer. Surfaces that have not been shop primed shall be solvent-cleaned in accordance with SSPC SP 1. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be mechanically cleaned by power wire brushing in accordance with SSPC SP 3 or brush-off blast cleaned in accordance with SSPC SP 7 and primed with ferrous metal primer in accordance with SSPC Paint 25. Primed surfaces shall be finished with two coats of exterior alkyd paint conforming to MPI 9.

3.5.2.2 Nonferrous Surfaces

Nonferrous surfaces shall not be painted.

3.5.3 Protective Covering for Piping in Valve Boxes and Manholes

Piping in valve boxes or manholes shall receive protective coating as specified for underground steel pipe.

3.6 INSTALLATION

Gas distribution system and equipment shall be installed in conformance with the manufacturer's recommendations and applicable sections of ASME B31.8, AGA Manual and 49 CFR 192. Abandoning existing gas piping shall be done in accordance with ASME B31.8. Pipe shall be cut without damaging the pipe. Unless otherwise authorized, cutting shall be done by an approved type of mechanical cutter. Wheel cutters shall be used where practicable. On steel pipe 6 inches and larger, an approved gas-cutting-and-beveling machine may be used. Cutting of plastic pipe shall be in accordance with AGA Manual. Valve installation in plastic pipe shall be designed to protect the plastic pipe against excessive torsional or shearing loads when the valve is operated and from other stresses which may be exerted through the valve or valve box.

3.6.1 Installing Pipe Underground

Gas mains and service lines shall be graded as indicated. Joints in steel pipe shall be welded except as otherwise permitted for installation of valves. Mains shall have 24 inch minimum cover; service lines shall have 18 inch minimum cover; and both mains and service lines shall be placed on firmly compacted select material for the full length. Where indicated, the main shall be encased, bridged, or designed to withstand any anticipated external loads as specified in ASME B31.8. The encasement material shall be standard weight black steel pipe with a protective coating as specified. The pipe shall be separated from the casing by insulating spacers and sealed at the ends with casing bushings. Trench shall be excavated below pipe grade, bedded with bank sand, and compacted to provide full-length bearing. Laying the pipe on blocks to produce uniform grade will not be permitted. The pipe shall be clean inside before it is lowered into the trench and shall be kept free of water, soil, and all other foreign matter that might damage or obstruct the operation of the valves, regulators, meters, or other equipment. When work is not in progress, open ends of pipe or fittings shall be securely closed by expandable plugs or other suitable means. Minor changes in line or gradient of pipe that can be accomplished through the natural flexibility of the pipe material without producing permanent deformation and without overstressing joints may be made when approved. Changes in line or gradient that exceed the limitations specified shall be made with fittings. When cathodic protection is furnished, electrically insulated joints or flanges shall be provided. When polyethylene or fiberglass piping is installed underground, foil backed magnetic tape shall be placed above the pipe to permit locating with a magnetic detector. After laying of pipe and testing, trench shall be backfilled in accordance with Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITY SYSTEMS.

3.6.2 Installing Pipe Aboveground

Aboveground piping shall be protected against dirt and other foreign matter as specified for underground piping. Joints in steel pipe shall be welded; however, joints in pipe 1-1/2 inches in diameter and smaller may be threaded; joints may also be threaded to accommodate the installation of valves. Flanges shall be of the weld neck type to match wall thickness of pipe.

3.7 PIPE JOINTS

Pipe joints shall be designed and installed to effectively sustain the longitudinal pullout forces caused by the contraction of piping or superimposed loads.

3.7.1 Threaded Steel Joints

Threaded joints in steel pipe shall have tapered threads evenly cut and shall be made with UL approved graphite joint sealing compound for gas service or polytetrafluoroethylene tape applied to the male threads only. Caulking of threaded joints to stop or prevent leaks will not be permitted.

3.7.2 Welded Steel Joints

Gas pipe weldments shall be as indicated. Changes in direction of piping shall be made with welding fittings only; mitering or notching pipe to form elbows and tees or other similar type construction will not be permitted. Branch connection may be made with either welding tees or forged branch outlet fittings. Branch outlet fittings shall be forged, flared for improvement of flow where attached to the run, and reinforced against external strains. Beveling, alignment, heat treatment, and inspection of weld shall conform to ASME B31.8. Weld defects shall be removed and repairs made to the weld, or the weld joints shall be entirely removed and rewelded. After filler metal has been removed from its original package, it shall be protected or stored so that its characteristics or welding properties are not affected adversely. Electrodes that have been wetted or have lost any of their coating shall not be used.

3.7.3 Polyethylene and Fiberglass Pipe Jointing Procedures

Jointing procedures shall conform to AGA Manual. Indiscriminate heat fusion joining of plastic pipe or fittings made from different polyethylene resins by classification or by manufacturer shall be avoided if other alternative joining procedures are available. If heat fusion joining of dissimilar polyethylenes is required, special procedures are required. The method of heat fusion joining dissimilar polyethylene resins shall be tested in accordance with paragraph TESTS, subparagraph Destructive Tests of Plastic Pipe Joints.

3.7.4 Connections Between Metallic and Plastic Piping

Connections shall be made only outside, underground, and with approved transition fittings.

3.8 VALVE BOXES

Valve boxes of cast iron not less than 3/16 inch thick shall be installed at each underground valve except where concrete or other type of housing is indicated. Valve boxes shall be provided with locking covers that require a special wrench for removal. Wrench shall be furnished for each box. The word "gas" shall be cast in the box cover. When the valve is located in a roadway, the valve box shall be protected by a suitable concrete slab at least 3 square feet. When in a sidewalk, the top of the box shall be in a concrete slab 2 feet square and set flush with the sidewalk. Boxes shall be adjustable extension type with screw or slide-type adjustments. Valve boxes shall be separately supported, not resting on the pipe, so that no traffic loads can be transmitted to the pipe. Valves shall only be located in valve boxes or inside of buildings.

3.9 NOT USED

3.10 PRESSURE REGULATOR INSTALLATION

3.10.1 Not Used

3.10.2 Service Line Regulators

A shutoff valve, meter set assembly, and service regulator shall be installed on the service line outside the building, 18 inches above the ground on the riser. An insulating joint shall be installed on the inlet side of the meter set assembly and service regulator and shall be constructed to prevent flow of electrical current. A 3/8 inch tapped fitting equipped with a plug shall be provided on both sides of the service regulator for installation of pressure gauges for adjusting the regulator. All service regulator vents and relief vents shall terminate in the outside air in rain and insect resistant fittings. The open end of the vent shall be located where gas can escape freely into the atmosphere, away from any openings into the building and above areas subject to flooding.

3.11 METER INSTALLATION

Meters shall be installed in accordance with ASME B31.8. Permanent gas meters shall be installed with provisions for isolation and removal for calibration and maintenance, and shall be suitable for operation in conjunction with an energy monitoring and control system.

3.12 CONNECTIONS TO EXISTING LINES

Connections between new work and existing gas lines, where required, shall be made in accordance with ASME B31.8, using proper fittings to suit the actual conditions. When connections are made by tapping into a gas main, the connecting fittings shall be the same size as the pipe being connected.

3.12.1 Connections to Publicly or Privately Operated Gas Utility Lines

Contractor shall provide materials for the connections to the existing gas lines. Final connections and the turning on of gas shall be made by the utility. Existing lines that are to be a abandoned or taken out of service shall be disconnected, purged and capped, plugged or otherwise effectively sealed by the Utility. The Contractor shall notify the Contracting Officer, in writing, 10 days before final connections and turning on of gas lines. The Contractor shall make necessary arrangements with the Utility for tie in and activation of new gas lines. Only the Operating Agency/Utility Company may reactivate the system after tie in. The Contractor shall furnish a certification by the Operating Agency/Utility Company that all Utility work has been satisfactorily completed.

3.12.2 Connection to Government Owned/Operated Gas Lines

The Contractor shall provide connections to the existing gas lines in accordance with approved procedures. Deactivation of any portion of the existing system shall only be done at the valve location shown on the drawings. Reactivation of any existing gas lines will only be done by the Government. The Contractor's Connection and Abandonment Plan shall be submitted and approved prior to making any connections to existing gas lines. This plan shall include the Operating Agency's required procedures which may be obtained from Contracting Officer. The Contractor shall notify the Contracting Officer, in writing, 10 days before connections to existing lines are to be made.

a. If facilities are abandoned in place, they shall be physically disconnected from the piping system. The open ends of all abandoned facilities shall be purged, capped, plugged or otherwise effectively

sealed. Abandonment shall not be completed until it has been determined that the volume of gas or liquid hydrocarbons contained within the abandoned section poses no potential hazard. Air or inert gas may be used for purging, or the facility may be filled with water or other inert material. If air is used for purging, the Contractor shall ensure that a combustible mixture is not present after purging.

b. When a main is abandoned, together with the service lines connected to it, only the customer's end of such service lines is required to be sealed as stipulated above.

c. Service lines abandoned from the active mains shall be disconnected as close to the main as practicable.

d. All valves left in the abandoned segment shall be closed.

e. All abovegrade valves, risers, and vault and valve box covers shall be removed. Vault and valve box voids shall be filled with suitable compacted backfill material.

3.13 CATHODIC PROTECTION

Cathodic protection shall be provided for all metallic gas piping installed underground and shall be installed as specified in Section 13110ACATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE).

3.14 TESTS

3.14.1 Destructive Tests of Plastic Pipe Joints

Each day, prior to making polyethylene heat fusion joints or fiberglass adhesive joints, a joint of each size and type to be installed that day shall be made by each person performing joining of plastic pipe that day and destructively tested. At least 3 longitudinal straps shall be cut from each joint. Each strap shall be visually examined, shall not contain voids or discontinuities on the cut surfaces of the joint area, and shall be deformed by bending, torque, or impact, and if failure occurs, it must not initiate in the joint area. If a joint fails the visual or deformation test, the qualified joiner who made that joint shall not make further field joints in plastic pipe on this job until that person has been retrained and requalified. The results of the destructive tests shall be recorded to include the date and time of the tests, size and type of the joints, ambient conditions, fusion iron temperature and names of inspectors and joiners.

3.14.2 Pressure and Leak Tests

The system of gas mains and service lines shall be tested after construction and before being placed in service using air as the test medium. The normal operating pressure for the system is 50. The test pressure is 50. Prior to testing the system, the interior shall be blown out, cleaned and cleared of all foreign materials. All meters, regulators, and controls shall be removed before blowing out and cleaning and reinstalled after clearing of all foreign materials. Testing of gas mains and service lines shall be done with due regard for the safety of employees and the public during the test. Persons not working on the test operations shall be kept out of the testing area while testing is proceeding. The test shall be made on the system as a whole or on sections that can be isolated. Joints in sections shall be tested prior to backfilling when

trenches must be backfilled before the completion of other pipeline sections. The test shall continue for at least 24 hours from the time of the initial readings to the final readings of pressure and temperature. The initial test readings of the instrument shall not be made for at least 1 hour after the pipe has been subjected to the full test pressure, and neither the initial nor final readings shall be made at times of rapid changes in atmospheric conditions. The temperatures shall be representative of the actual trench conditions. There shall be no indication of reduction of pressure during the test after corrections have been made for changes in atmospheric conditions in conformity with the relationship T(1)P(2)=T(2)P(1), in which T and P denote absolute temperature and pressure, respectively, and the numbers denote initial and final readings. During the test, the entire system shall be completely isolated from all compressors and other sources of air pressure. Each joint shall be tested by means of soap and water or an equivalent nonflammable solution prior to backfilling or concealing any work. The testing instruments shall be approved by the Contracting Officer. All labor, materials and equipment for conducting the tests shall be furnished by the Contractor and shall be subject to inspection at all times during the tests. The Contractor shall maintain safety precautions for air pressure testing at all times during the tests.

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SECTION 02620A

SUBDRAINAGE SYSTEM
09/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 252M	(1996) Corrugated Polyethylene Drainage Tubing

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 2751	(1996a) Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
ASTM D 3034	(1998) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	(1996a) Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 5034	(1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)
ASTM F 405	(1997) Corrugated Polyethylene (PE) Tubing and Fittings
ASTM F 758	(1995) Smooth-Wall Poly(Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F 949	(2000) Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Samples

Filter Fabric

Samples of filter fabric before starting the work.

SD-07 Certificates

Filter Fabric; G-AO,
Pipe for Subdrains; G-AO,

Certifications from the manufacturers attesting that materials meet specification requirements. Certificates are required for drain pipe, fittings, and filter fabric.

1.3 DELIVER, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with minimum handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. During shipment and storage, filter fabric shall be wrapped in burlap or similar heavy duty protective covering. The storage area shall protect the fabric from mud, soil, dust, and debris. Filter fabric materials that are not to be installed immediately shall not be stored in direct sunlight. Plastic pipe shall be installed within 6 months from the date of manufacture unless otherwise approved.

1.3.2 Handling

Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition. Pipe shall be carried and not dragged to the trench.

PART 2 PRODUCTS

2.1 PIPE FOR SUBDRAINS

Pipe for subdrains shall be of the types and sizes indicated.

2.1.1 Plastic Pipe

Plastic pipe shall contain ultraviolet inhibitor to provide protection from exposure to direct sunlight.

2.1.1.1 Acrylonitrile-Butadiene-Styrene (ABS) Piping

Acrylonitrile-butadiene-styrene (ABS) piping and fittings shall conform to ASTM D 2751, with maximum SDR of 35.

2.1.1.2 Polyvinyl Chloride (PVC) Pipe and Fittings

Polyvinyl chloride (PVC) pipe and fittings shall conform to ASTM D 3034, ASTM F 949, or ASTM F 758, Type PS 46.

2.1.1.3 Corrugated Polyethylene (PE) Pipe and Fittings

Use ASTM F 405 for pipes 3 to 6 inches in diameter, inclusive, or AASHTO

M 252M for pipes 3 to 10 inches in diameter. Fittings shall be manufacturer's standard type and shall conform to the indicated specification.

2.1.1.4 Pipe Perforations

Water inlet area shall be a minimum of 0.5 square inch per linear foot. Manufacturer's standard perforated pipe which essentially meets these requirements may be substituted with prior approval of the Contracting Officer.

a. Circular Perforations in Plastic Pipe: Circular holes shall be cleanly cut not more than 3/8 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 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.

b. 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 inch nor be less than 1/32 inch. The length of individual slots shall not exceed 10 percent of the tubing inside nominal circumference on 4 to 8 inch diameter tubing. Rows of slots shall be symmetrically spaced so that they are fully contained in 2 quadrants of the pipe. Slots shall be centered in the valleys of the corrugations of profile wall pipe.

2.2 FILTER FABRIC

Filter fabric shall be a pervious sheet of polyester, nylon, or polypropylene filaments non-woven and formed into a uniform pattern with distinct and measurable openings. The filter fabric shall provide an equivalent opening size (AOS) no finer than the US Standard Sieve No. 100 and no coarser than the US Standard Sieve No. 70. AOS is defined as the number of the US Standard sieve having openings closest in size to the filter fabric openings. The filaments shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, or vinylidene-chloride, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The fabric shall have a minimum physical strength of 200 pounds per inch in any direction when tested in accordance with ASTM D 5034 using the grab test method with 1 square inch jaws and a constant rate of travel of 12 inches per minute. Elongation at failure shall be between 30 and 70 percent. The fabric shall be constructed so that the filaments will retain their relative position with respect to each other. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer material from pulling away from the fabric.

2.3 SUBDRAIN FILTER AND BEDDING MATERIAL

Subdrain filter and bedding material shall conform to State of Nebraska, Department of Roads, Standard Specifications for Highway Construction, Table 1033.03A, Course Aggregate for Concrete, Class E.

PART 3 EXECUTION

3.1 EXCAVATION AND BEDDING FOR SUBDRAIN SYSTEMS

Trenching and excavation, including the removal of rock and unstable material, shall be in accordance with Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Bedding material shall be placed in the trench as indicated or as required as replacement materials used in those areas where unstable materials were removed. Compaction of the bedding material shall be as specified for cohesionless material in Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.2 CLEANOUTS

3.2.1 Cleanouts

Cleanout pipes with frames and covers shall be installed at the locations indicated. Cleanouts shall be constructed as indicated. Joining of cleanout pipes to the subdrain system shall be as indicated.

3.3 INSTALLATION OF FILTER FABRIC AND PIPE FOR SUBDRAINS

3.3.1 Installation of Filter Fabric

3.3.1.1 Trench Lining and Overlaps

Trenches to be lined with filter fabric shall be graded to obtain smooth side and bottom surfaces so that the fabric will not bridge cavities in the soil or be damaged by projecting rock. The fabric shall be laid flat but not stretched on the soil, and it shall be secured with anchor pins. Overlaps shall be at least 12 inches, and anchor pins shall be used along the overlaps.

3.3.2 Installation of Pipe for Subdrains

3.3.2.1 Pipelaying

Each pipe shall be carefully inspected before it is laid. Any defective or damaged pipe shall be rejected. No pipe shall be laid when the trench conditions or weather is unsuitable for such work. Water shall be removed from trenches by sump pumping or other approved methods. The pipe shall be laid to the grades and alignment as indicated. The pipe shall be bedded to the established gradeline. Perforations shall be centered on the bottom of the pipe. Pipes of either the bell-and-spigot type or the tongue-and-groove type shall be laid with the bell or groove ends upstream. All pipes in place shall be approved before backfilling.

3.3.2.2 Jointings

a. Acrylonitrile-Butadiene-Styrene (ABS): Solvent cement or elastomeric joints for ABS pipe shall be in accordance with ASTM D 2751. Dimensions and tolerances shall be in accordance with TABLE II of ASTM D 2751.

b. Polyvinyl Chloride (PVC) Pipe: Joints shall be in accordance with the requirements of ASTM D 3034, ASTM D 3212, or ASTM F 949.

c. Perforated Corrugated Polyethylene Pipe: Perforated corrugated polyethylene drainage pipe shall be installed in accordance with the manufacturer's specifications and as specified herein. A pipe with physical imperfections shall not be installed. No more than 5 percent stretch in a section will be permitted.

3.4 INSTALLATION OF FILTER MATERIAL AND BACKFILLING FOR SUBDRAINS

After pipe for subdrains has been laid, inspected, and approved, filter material shall be placed around and over the pipe to the depth indicated. The filter material shall be placed in layers not to exceed 8 inches thick, and each layer shall be saturated by flooding to obtain the required density. Compaction of filter material and the placement and compaction of overlying backfill material shall be in accordance with the applicable provisions specified in Section 02316A EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.5 TESTS

3.5.1 Pipe Test

Strength tests of pipe shall conform to field service test requirements of the Federal Specification, ASTM specification, or AASHTO specification covering the product (paragraph PIPE FOR SUBDRAINS).

-- End of Section --

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SECTION 02630A

STORM-DRAINAGE SYSTEM
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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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO HB-16	(1996) Standard Specifications for Highway Bridges
AASHTO M 198	(1998) Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
AASHTO M 294	(1998) Corrugated Polyethylene Pipe, 300- to 1200- mm Diameter
AASHTO MP 7	(1997) Corrugated Polyethylene Pipe, 1350 and 1500 mm Diameter

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 48	(1994a) Gray Iron Castings
ASTM A 536	(1999el) Ductile Iron Castings
ASTM A 760/A 760M	(1997) Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM A 798/A 798M	(1997a) Installing Factory-Made Corrugated Steel Pipe for Sewers and Other Applications
ASTM B 26/B 26M	(1998) Aluminum-Alloy Sand Castings
ASTM C 76	(1999) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 231	(1997el) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 270	(1997) Mortar for Unit Masonry
ASTM C 443	(1998) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections
ASTM C 877	(1994) External Sealing Bands for Noncircular Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 923	(1998) Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Materials
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 1751	(1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996el) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2321	(1989; R 1995) Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 3034	(1998) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3350	(1998a) Polyethylene Plastics Pipe and Fittings Materials
ASTM F 477	(1999) Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 679	(1995) Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings
ASTM F 714	(1997) Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

ASTM F 794	(1999) Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 894	(1998a) Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F 949	(1999) Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Placing Pipe; G-AO

Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

SD-07 Certificates

Resin Certification; G-AO
Determination of Density; G-AO,
Frame and Cover for Gratings; G-AO

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.

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. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material. 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 and materials indicated and shall conform to the requirements specified.

2.1.1 Concrete Pipe

ASTM C 76, Class III .

2.1.2 Corrugated Steel Pipe

ASTM A 760/A 760M, aluminum (Type 2) coated pipe of either:

a. Type II pipe with helical 2-2/3 by 1/2 inch corrugations.

2.1.3 PVC Pipe

The pipe manufacturer's resin certification, indicating the cell classification of PVC used to manufacture the pipe, shall be submitted prior to installation of the pipe.

2.1.3.1 Type PSM PVC Pipe

ASTM D 3034, Type PSM, maximum SDR 35, produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.3.2 Profile PVC Pipe

ASTM F 794, Series 46, produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.3.3 Smooth Wall PVC Pipe

ASTM F 679 produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.3.4 Corrugated PVC Pipe

ASTM F 949 produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.4 PE Pipe

The pipe manufacturer's resin certification indicating the cell classification of PE used to manufacture the pipe shall be submitted prior to installation of the pipe. The minimum cell classification for polyethylene plastic shall apply to each of the seven primary properties of the cell classification limits in accordance with ASTM D 3350.

2.1.4.1 Smooth Wall PE Pipe

ASTM F 714, maximum DR of 21 for pipes 3 to 24 inches in diameter and maximum DR of 26 for pipes 26 to 48 inches in diameter. Pipe shall be produced from PE certified by the resin producer as meeting the requirements of ASTM D 3350, minimum cell class 335434C.

2.1.4.2 Corrugated PE Pipe

AASHTO M 294, Type S or D, for pipes 12 to 48 inches and AASHTO MP 7, Type S or D, for pipes 54 to 60 inches produced from PE certified by the resin producer as meeting the requirements of ASTM D 3350, minimum cell class in accordance with AASHTO M 294. Pipe walls shall have the following properties:

Nominal Size (in.)	Minimum Wall Area (square in/ft)	Minimum Moment of Inertia of Wall Section (in to the 4th/in)
12	1.50	0.024
15	1.91	0.053
18	2.34	0.062
24	3.14	0.116
30	3.92	0.163
36	4.50	0.222
42	4.69	0.543
48	5.15	0.543
54	5.67	0.800
60	6.45	0.800

2.1.4.3 Profile Wall PE Pipe

ASTM F 894, RSC 160, produced from PE certified by the resin producer as meeting the requirements of ASTM D 3350, minimum cell class 334433C. Pipe walls shall have the following properties:

		Minimum Moment Of Inertia of Wall Section (in to the 4th/in)	
Nominal Size (in.)	Minimum Wall Area (square in/ft)	Cell Class 334433C	Cell Class 335434C
18	2.96	0.052	0.038
21	4.15	0.070	0.051
24	4.66	0.081	0.059
27	5.91	0.125	0.091
30	5.91	0.125	0.091
33	6.99	0.161	0.132
36	8.08	0.202	0.165
42	7.81	0.277	0.227
48	8.82	0.338	0.277

2.2 DRAINAGE STRUCTURES

2.2.1 Flared End Sections

Sections shall be of a standard design.

2.3 MISCELLANEOUS MATERIALS

2.3.1 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.

2.3.2 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 but in no case shall exceed 5 gallons of water per sack of cement. 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.

2.3.3 Precast Reinforced Concrete Manholes

Precast reinforced concrete manholes shall conform to ASTM C 478. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall be smoothed to a uniform surface on both interior and exterior of the structure or made with flexible watertight, rubber-type gaskets meeting the requirements of paragraph JOINTS.

2.3.4 Frame and Cover for Gratings

Frame and cover for gratings shall be cast gray iron, ASTM A 48, Class 35B; cast ductile iron, ASTM A 536, Grade 65-45-12; or cast aluminum, ASTM B 26/B 26M, Alloy 356.OT6. Weight, shape, size, and waterway openings for grates and curb inlets shall be as indicated on the plans.

2.3.5 Joints

2.3.5.1 Flexible Watertight Joints

a. Materials: Flexible watertight joints shall be made with plastic or rubber-type gaskets for concrete pipe. The design of joints and the physical requirements for plastic gaskets shall conform to AASHTO M 198, and rubber-type gaskets shall conform to ASTM C 443.

Gaskets shall have not more than one factory-fabricated splice.

2.3.5.2 External Sealing Bands

Requirements for external sealing bands shall conform to ASTM C 877.

2.3.5.3 PVC Plastic Pipes

Joints shall be solvent cement or elastomeric gasket type in accordance with the specification for the pipe and as recommended by the pipe manufacturer.

2.3.5.4 Smooth Wall PE Plastic Pipe

Pipe shall be joined using butt fusion method as recommended by the pipe manufacturer.

2.3.5.5 Corrugated PE Plastic Pipe

Water tight joints shall be made using a PVC or PE coupling and rubber gaskets as recommended by the pipe manufacturer. Rubber gaskets shall conform to ASTM F 477. Soil tight joints shall conform to the requirements in AASHTO HB-16, Division II, Section 26.4.2.4. (e) for soil tightness and shall be as recommended by the pipe manufacturer.

2.3.5.6 Profile Wall PE Plastic Pipe

Joints shall be gasketed or thermal weld type with integral bell in accordance with ASTM F 894.

2.4 DOWNSPOUT BOOTS

Boots used to connect exterior downspouts to the storm-drainage system shall be of gray cast iron conforming to ASTM A 48, Class 30B or 35B. Shape and size shall be as indicated.

2.5 RESILIENT CONNECTORS

Flexible, watertight connectors used for connecting pipe to manholes and inlets shall conform to ASTM C 923.

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 portions of Section 02316A "Excavation, Trenching, and Backfilling for Utilities Systems", Section 02210 GRADING and the 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 Rock

Rock in either ledge or boulder formation shall be replaced with suitable materials to provide a compacted earth cushion having a thickness between unremoved rock and the pipe of at least 8 inches or 1/2 inch for each foot of fill over the top of the pipe, whichever is greater, but not more than three-fourths the nominal diameter of the pipe. Where bell-and-spigot pipe is used, the cushion shall be maintained under the bell as well as under the straight portion of the pipe. Rock excavation shall be as specified and defined in Section 02316A "Excavation, Trenching, and Backfilling for Utilities Systems".

3.1.3 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.

3.2.2 Corrugated Metal Pipe

Bedding for corrugated metal pipe shall be in accordance with ASTM A 798/A 798M. It is not required to shape the bedding to the pipe geometry.

3.2.3 Plastic Pipe

Bedding for PVC and PE pipe shall meet the requirements of ASTM D 2321. Bedding, haunching, and initial backfill shall be either Class IB or II material.

3.3 PLACING PIPE

Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary to maintain adequate pipe stiffness and meet installation deflection requirements.

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. Deflection of installed flexible pipe shall not exceed the following limits:

TYPE OF PIPE	MAXIMUM ALLOWABLE DEFLECTION (%)
Corrugated Steel	5
Plastic	7.5

Not less than 30 days after the completion of backfilling, the Government may perform a deflection test on the entire length of installed flexible pipe using a mandrel or other suitable device. Installed flexible pipe showing deflections greater than those indicated above shall be retested by a run from the opposite direction. If the retest also fails, the suspect pipe shall be replaced at no cost to the Government.

3.3.1 Concrete, PVC, and Ribbed PVC 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.

3.3.2 Elliptical Reinforced Concrete Pipe

The manufacturer's reference lines, designating the top of the pipe, shall be within 5 degrees of a vertical plane through the longitudinal axis of the pipe, during placement. Damage to or misalignment of the pipe shall be prevented in all backfilling operations.

3.3.3 Corrugated PE Pipe

Laying shall be with the separate sections joined firmly on a bed shaped to line and grade and shall follow manufacturer's recommendations.

3.3.4 Corrugated Metal Pipe

Laying shall be with the separate sections joined firmly together, with the outside laps of circumferential joints pointing upstream, and with longitudinal laps on the sides. During transportation and installation, pipe and coupling bands shall be handled with care to preclude damage to the coating. Damaged coatings shall be repaired in accordance with the manufacturer's recommendations prior to placing backfill. Pipe on which coating has been damaged to such an extent that satisfactory field repairs cannot be made shall be removed and replaced.

3.4 JOINTING

3.4.1 Concrete Pipe

3.4.1.1 Cement-Mortar Bell-and-Spigot Joint

The first pipe shall be bedded to the established gradeline, with the bell end placed upstream. The interior surface of the bell shall be thoroughly cleaned with a wet brush and the lower portion of the bell filled with mortar as required to bring inner surfaces of abutting pipes flush and even. The spigot end of each subsequent pipe shall be cleaned with a wet brush and uniformly matched into a bell so that sections are closely fitted. After each section is laid, the remainder of the joint shall be filled with mortar, and a bead shall be formed around the outside of the joint with sufficient additional mortar. If mortar is not sufficiently stiff to prevent appreciable slump before setting, the outside of the joint shall be wrapped or bandaged with cheesecloth to hold mortar in place.

3.4.1.2 Cement-Mortar Oakum Joint for Bell-and-Spigot Pipe

A closely twisted gasket shall be made of jute or oakum of the diameter required to support the spigot end of the pipe at the proper grade and to make the joint concentric. Joint packing shall be in one piece of sufficient length to pass around the pipe and lap at top. This gasket shall be thoroughly saturated with neat cement grout. The bell of the pipe shall be thoroughly cleaned with a wet brush, and the gasket shall be laid in the bell for the lower third of the circumference and covered with mortar. The spigot of the pipe shall be thoroughly cleaned with a wet brush, inserted in the bell, and carefully driven home. A small amount of mortar shall be inserted in the annular space for the upper two-thirds of the circumference. The gasket shall be lapped at the top of the pipe and driven home in the annular space with a caulking tool. The remainder of the annular space shall be filled completely with mortar and beveled at an angle of approximately 45 degrees with the outside of the bell. If mortar is not sufficiently stiff to prevent appreciable slump before setting, the outside of the joint thus made shall be wrapped with cheesecloth. Placing of this type of joint shall be kept at least five joints behind laying operations.

3.4.1.3 Cement-Mortar Diaper Joint for Bell-and-Spigot Pipe

The pipe shall be centered so that the annular space is uniform. The annular space shall be caulked with jute or oakum. Before caulking, the inside of the bell and the outside of the spigot shall be cleaned.

a. Diaper Bands: Diaper bands shall consist of heavy cloth fabric to hold grout in place at joints and shall be cut in lengths that extend one-eighth of the circumference of pipe above the spring line on one side of the pipe and up to the spring line on the other side of the pipe. Longitudinal edges of fabric bands shall be rolled and stitched around two pieces of wire. Width of fabric bands shall be such that after fabric has been securely stitched around both edges on wires, the wires will be uniformly spaced not less than 8 inches apart. Wires shall be cut into lengths to pass around pipe with sufficient extra length for the ends to be twisted at top of pipe to hold the band securely in place; bands shall be accurately centered around lower portion of joint.

b. Grout: Grout shall be poured between band and pipe from the high side of band only, until grout rises to the top of band at the spring line of pipe, or as nearly so as possible, on the opposite side of pipe, to ensure a thorough sealing of joint around the portion of pipe covered by the band. Silt, slush, water, or polluted mortar grout forced up on the lower side shall be forced out by pouring, and removed.

c. Remainder of Joint: The remaining unfilled upper portion of the joint shall be filled with mortar and a bead formed around the outside of this upper portion of the joint with a sufficient amount of additional mortar. The diaper shall be left in place. Placing of this type of joint shall be kept at least five joints behind actual laying of pipe. No backfilling around joints shall be done until joints have been fully inspected and approved.

3.4.1.4 Cement-Mortar Tongue-and-Groove Joint

The first pipe shall be bedded carefully to the established gradeline with the groove upstream. A shallow excavation shall be made underneath the pipe at the joint and filled with mortar to provide a bed for the pipe. The grooved end of the first pipe shall be thoroughly cleaned with a wet brush, and a layer of soft mortar applied to the lower half of the groove. The tongue of the second pipe shall be cleaned with a wet brush; while in horizontal position, a layer of soft mortar shall be applied to the upper half of the tongue. The tongue end of the second pipe shall be inserted in the grooved end of the first pipe until mortar is squeezed out on interior and exterior surfaces. Sufficient mortar shall be used to fill the joint completely and to form a bead on the outside.

3.4.1.5 Cement-Mortar Diaper Joint for Tongue-and-Groove Pipe

The joint shall be of the type described for cement-mortar tongue-and-groove joint in this paragraph, except that the shallow excavation directly beneath the joint shall not be filled with mortar until after a gauze or cheesecloth band dipped in cement mortar has been wrapped around the outside of the joint. The cement-mortar bead at the joint shall be at least 1/2 inch, thick and the width of the diaper band shall be at least 8 inches. The diaper shall be left in place. Placing of this type of joint shall be kept at least five joints behind the actual laying of the pipe. Backfilling around the joints shall not be done until the joints have been fully inspected and approved.

3.4.1.6 Plastic Sealing Compound Joints for Tongue-and-Grooved Pipe

Sealing compounds shall follow the recommendation of the particular manufacturer in regard to special installation requirements. Surfaces to receive lubricants, primers, or adhesives shall be dry and clean. Sealing compounds shall be affixed to the pipe not more than 3 hours prior to installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Sealing compounds shall be inspected before installation of the pipe, and any loose or improperly affixed sealing compound shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pulled together. If, while making the joint with mastic-type sealant, a slight protrusion of the material is not visible along the entire inner and outer circumference of the joint when the joint is pulled up, the pipe shall be removed and the joint remade. After the joint is made, all inner protrusions shall be cut off flush with the inner surface of the pipe. If nonmastic-type sealant material is used, the "Squeeze-Out" requirement above will be waived.

3.4.1.7 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.

3.4.2 Corrugated Metal Pipe

3.4.2.1 Field Joints

Transverse field joints shall be designed so that the successive connection of pipe sections will form a continuous line free of appreciable irregularities in the flow line. In addition, the joints shall meet the general performance requirements described in ASTM A 798/A 798M. Suitable transverse field joints which satisfy the requirements for one or more of the joint performance categories can be obtained with the following types of connecting bands furnished with suitable band-end fastening devices: corrugated bands, bands with projections, flat bands, and bands of special design that engage factory reformed ends of corrugated pipe. The space between the pipe and connecting bands shall be kept free from dirt and grit so that corrugations fit snugly. The connecting band, while being tightened, shall be tapped with a soft-head mallet of wood, rubber or plastic, to take up slack and ensure a tight joint. The annular space between abutting sections of part paved, and fully paved pipe and pipe arch, in sizes 30 inches or larger, shall be filled with a bituminous material after jointing. Field joints for each type of corrugated metal pipe shall maintain pipe alignment during construction and prevent infiltration of fill material during the life of the installations. The type, size, and sheet thickness of the band and the size of angles or lugs and bolts shall be as indicated or where not indicated, shall be as specified in the applicable standards or specifications for the pipe.

3.4.2.2 Flexible Watertight, Gasketed Joints

Installation shall be as recommended by the gasket manufacturer for use of lubricants and cements and other special installation requirements. The gasket shall be placed over one end of a section of pipe for half the width of the gasket. The other half shall be doubled over the end of the same pipe. When the adjoining section of pipe is in place, the doubled-over half of the gasket shall then be rolled over the adjoining section. Any unevenness in overlap shall be corrected so that the gasket covers the end of pipe sections equally. Connecting bands shall be centered over adjoining sections of pipe, and rods or bolts placed in position and nuts tightened. Band Tightening: The band shall be tightened evenly, even tension being kept on the rods or bolts, and the gasket; the gasket shall seat properly in the corrugations. Watertight joints shall remain uncovered for a period of time designated, and before being covered, tightness of the nuts shall be measured with a torque wrench. If the nut has tended to loosen its grip on the bolts or rods, the nut shall be retightened with a torque wrench and remain uncovered until a tight, permanent joint is assured.

3.5 DRAINAGE STRUCTURES

3.5.1 Manholes and Inlets

Construction shall be of reinforced concrete, or precast reinforced concrete; complete with frames and covers or gratings. Pipe connections to concrete manholes and inlets may be made with flexible, watertight connectors.

3.5.2 Walls and Headwalls

Construction shall be as indicated.

3.6 BACKFILLING

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 Compaction

3.6.4.1 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.

3.6.4.2 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.

a. Under airfield pavements, paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.

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.

3.6.5 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.

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SUBBASE COURSES
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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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 180	(1997) Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 457-mm (18-in) Drop

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and

	Rock in Place by Nuclear Methods (Shallow Depth)
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 not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment;

List of proposed equipment to be used in performance of construction work, including descriptive data.

SD-06 Test Reports

Sampling and Testing; G-AO,

Copies of initial and in-place test results.

1.3 DEGREE OF COMPACTION

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in either ASTM D 1557 or AASHTO T 180, Method D. The maximum density shall be determined in accordance with ASTM D 1557 if the material gradation contains less than 30 percent retained on the 3/4 inch sieve or AASHTO T 180 if the material gradation contains more than 30 percent retained on the 3/4 inches sieve. In this specification, degree of compaction shall be a percentage of laboratory maximum density.

1.4 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved testing laboratory in accordance with Section 01451A CONTRACTOR QUALITY CONTROL. Tests shall be performed at the specified frequency. No work requiring testing will be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements.

1.4.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

1.4.2 Tests

1.4.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117, ASTM C 136 and ASTM D 422. Sieves shall conform to ASTM E 11.

1.4.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

1.4.2.3 Moisture-Density Determinations

The maximum density and optimum moisture shall be determined in accordance with ASTM D 1557 if the material gradation contains less than 30 percent retained on the 3/4 inch sieve or AASHTO T 180, Method D if the material gradation contains more than 30 percent retained on the 3/4 inches sieve.

1.4.2.4 Density Tests

Density shall be field measured in accordance with ASTM D 1556, ASTM D 2167, or ASTM D2922. For the method presented in ASTM D 1556 the base plate, as shown in the drawing shall be used. The calibration curves shall be checked and adjusted, if necessary, using only the sand cone method as described in paragraph Calibration, of the ASTM publication. Tests performed in accordance with ASTM D 2922 result 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 by the prepared containers of material method, as described in paragraph Calibration, in ASTM D 2922, on each different type of material to be tested at the beginning of a job and at intervals as directed.

1.4.2.5 Wear Test

Wear tests shall be made on subbase course material in conformance with ASTM C 131.

1.4.2.6 Weight of Slag

Weight per cubic foot of slag shall be determined in accordance with ASTM C 29/C 29M on the subbase course material.

1.4.3 Testing Frequency

1.4.3.1 Initial Tests

One of each of the following tests shall be performed on the proposed material prior to commencing construction to demonstrate that the proposed material meets all specified requirements prior to installation.

a. Sieve Analysis including 0.02 mm size material
b. Liquid limit and plasticity index moisture-density relationship
c. Wear
d. Weight per cubic foot of Slag

1.4.3.2 In-Place Tests

One of each of the following tests shall be performed on samples taken from the placed and compacted subbase course. Samples shall be taken for each 1000 square yards of each layer of material placed in each area.

a. Sieve Analysis including 0.02 mm size material
b. Field Density
c. Moisture liquid limit and plasticity index

1.4.4 Approval of Material

The source of the material shall be selected 30 days prior to the time the material will be required in the work. Approval of the materials will be based on tests for gradation, liquid limit, and plasticity index performed on samples taken from the completed and compacted subbase course.

1.5 WEATHER LIMITATIONS

Construction shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

1.6 EQUIPMENT

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Subbase Course

Aggregates shall consist of crushed stone or slag, gravel, sand, or other sound, durable, approved materials processed and blended or naturally combined. Aggregates shall be durable and sound, free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material. Material retained on the No. 4 sieve shall have a percentage of wear not to exceed 50 percent after 500 revolutions when tested as specified in ASTM C 131. Aggregate shall be reasonably uniform in density and quality. Slag shall be an air-cooled, blast-furnace product having a dry weight of not less than 65 pcf. Aggregates shall have a maximum size of 2 inch and shall be within the limits specified as follows:

Maximum Allowable Percentage by Weight
Passing Square-Mesh Sieve

Sieve Designation	No. 1	No.2	No. 3	No.4
No. 10	50	80	--	85
No. 200	15	15	15	15

Particles having diameters less than 0.0008 inches shall not be in excess of 3 percent by weight of the total sample tested as determined in accordance with ASTM D 422. The portion of any blended component and of the completed course passing the No. 40 sieve shall be either nonplastic or shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

PART 3 EXECUTION

3.1 OPERATION OF AGGREGATE SOURCES

All clearing, stripping and excavating work involved in the opening or operation of aggregate sources shall be performed by the Contractor. Aggregate sources shall be opened to working depth in a manner that produces excavation faces that are as nearly vertical as practicable for the materials being excavated. Materials excavated from aggregate sources shall be obtained in successive cuts extending through all exposed strata. All pockets or strata of unsuitable materials overlying or occurring in the deposit shall be wasted as directed. The methods of operating aggregate sources and the processing and blending of the material may be changed or modified by the Contracting Officer, when necessary, in order to obtain material conforming to specified requirements. Upon completion of work, aggregate sources on Government reservations shall be conditioned to drain readily, and shall be left in a satisfactory condition. Aggregate sources on private lands shall be conditioned in agreement with local laws and authorities.

3.2 STOCKPILING MATERIAL

Prior to stockpiling of material, storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Contracting Officer so as to prevent segregation. Materials obtained from different sources shall be stockpiled separately.

3.3 PREPARATION OF UNDERLYING MATERIAL

Prior to constructing the subbase course, the underlying course or subgrade shall be cleaned of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances. Ruts, or soft yielding spots, in the underlying courses, subgrade areas having inadequate compaction, and deviations of the surface from the specified requirements, shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D 2487, the surface shall be stabilized prior to placement of the subbase course. Stabilization shall be accomplished by mixing subbase-course material into the underlying course, and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the subbase course is placed.

3.4 GRADE CONTROL

The finished and completed subbase course shall conform to the lines, grades, and cross sections shown. The lines, grades, and cross sections shown shall be maintained by means of line and grade stakes placed by the Contractor at the work site.

3.5 MIXING AND PLACING MATERIALS

The materials shall be mixed and placed to obtain uniformity of the subbase material at the water content specified. The Contractor shall make such adjustments in mixing or placing procedures or in equipment as may be directed to obtain the true grades, to minimize segregation and degradation, to reduce or accelerate loss or increase of water, and to insure a satisfactory subbase course.

3.6 LAYER THICKNESS

The compacted thickness of the completed course shall be as indicated. When a compacted layer of 6 inches is specified, the material may be placed in a single layer; when a compacted thickness of more than 6 inches is required, no layer shall exceed 6 inches nor be less than 3 inches when compacted.

3.7 COMPACTION

Each layer of the subbase course shall be compacted as specified with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus 1 percent of optimum water content, as determined from laboratory tests, as specified in paragraph SAMPLING AND TESTING. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Compaction shall continue until each layer is compacted through the full depth to at least 100 percent of laboratory maximum density. The Contractor shall make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory subbase course. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

3.8 EDGES

Approved material shall be placed along the edges of the subbase course in such quantity as will compact to the thickness of the course being constructed. When the course is being constructed in two or more layers, at least a 1 foot width of the shoulder shall be rolled and compacted simultaneously with the rolling and compacting of each layer of the subbase course, as directed.

3.9 SMOOTHNESS TEST

The surface of each layer shall not show deviations in excess of 3/8 inch when tested with a 12 foot straightedge applied parallel with and at right angles to the centerline of the area to be paved. Deviations exceeding this amount shall be corrected by removing material, replacing with new material, or reworking existing material and compacting, as directed.

3.10 THICKNESS CONTROL

The completed thickness of the subbase course shall be in accordance with

the thickness and grade indicated on the drawings. The thickness of each course shall be measured at intervals providing at least one measurement for each 500 square yards or part thereof of subbase course. The thickness measurement shall be made by test holes, at least 3 inches in diameter through the course. The completed subbase course shall not be more than 1/2 inch deficient in thickness nor more than 1/2 inch above or below the established grade. Where any of these tolerances are exceeded, the Contractor shall correct such areas by scarifying, adding new material of proper gradation or removing material, and compacting, as directed. Where the measured thickness is 1/2 inch or more thicker than shown, the course will be considered as conforming with the specified thickness requirements plus 1/2 inch. The average job thickness shall be the average of the job measurements as specified above but within 1/4 inch of the thickness shown.

3.11 MAINTENANCE

The subbase course shall be maintained in a satisfactory condition until accepted.

-- End of Section --

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05/01

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SECTION 02722A

AGGREGATE BASE COURSE
05/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 180	(1997) Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 457 mm (18-in) Drop

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(1988; R 1993el) Specific Gravity and Absorption of Course 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 Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991; R 1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))

ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 DEFINITIONS

For the purposes of this specification, the following definitions apply.

1.2.1 Aggregate Base Course

Aggregate base course (ABC) is well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction.

1.2.2 Degree of Compaction

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in either ASTM D 1557 or AASHTO T 180, Method D. The maximum density shall be determined in accordance with ASTM D 1557 if the material gradation contains less than 30 percent retained on the 3/4 inch sieve or AASHTO T 180 if the material gradation contains more than 30 percent retained on the 3/4 inches sieve. In this specification, degree of compaction shall be a percentage of laboratory maximum density.

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-03 Product Data

Plant, Equipment, and Tools;

List of proposed equipment to be used in performance of construction work, including descriptive data.

SD-06 Test Reports

Sampling and testing; G-AO,
Field Density Tests; G-AO,

Calibration curves and related test results prior to using the device or equipment being calibrated. Copies of field test results within 24 hours after the tests are performed. Certified copies of test results for approval not less than 30 days before material is required for the work.

1.4 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by a testing laboratory approved in accordance with Section 01451A CONTRACTOR QUALITY CONTROL. Work requiring testing will not be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements; testing shall be performed at the specified frequency. The Contracting Officer may specify the time and location of the tests. Copies of test results shall be furnished to the Contracting Officer within 24 hours of completion of the tests.

1.4.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

1.4.2 Tests

The following tests shall be performed in conformance with the applicable standards listed.

1.4.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11. Particle-size analysis of the soils shall also be completed in conformance with ASTM D 422.

1.4.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

1.4.2.3 Moisture-Density Determinations

The maximum density and optimum moisture content shall be determined in accordance with ASTM D 1557 if the material gradation contains less than 30 percent retained on the 3/4 inch sieve or AASHTO T 180, Method D if the material gradation contains more than 30 percent retained on the 3/4 inches sieve.

1.4.2.4 Field Density Tests

Density shall be field measured in accordance with ASTM D 1556, ASTM D 2167 or ASTM D 2922. For the method presented in ASTM D 1556 the base plate as shown in the drawing shall be used. For the method presented in ASTM D 2922 the calibration curves shall be checked and adjusted if necessary using only the sand cone method as described in paragraph Calibration, of the ASTM publication. Tests performed in accordance with ASTM D 2922 result 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 by the prepared containers of material method, as described in paragraph Calibration of ASTM D 2922, on each different type of material being tested at the beginning of a job and at intervals as directed.

1.4.2.5 Wear Test

Wear tests shall be made on ABC course material in conformance with ASTM C 131.

1.4.2.6 Weight of Slag

Weight per cubic foot of slag shall be determined in accordance with ASTM C 29/C 29M on the ABC course material.

1.4.3 Testing Frequency

1.4.3.1 Initial Tests

One of each of the following tests shall be performed on the proposed material prior to commencing construction to demonstrate that the proposed material meets all specified requirements when furnished. If materials from more than one source are going to be utilized, this testing shall be completed for each source.

a. Sieve Analysis including No. 635 size material.

b. Liquid limit and plasticity index.

c. Moisture-density relationship.

d. Wear.

e. Weight per cubic foot of Slag.

1.4.3.2 In Place Tests

Each of the following tests shall be performed on samples taken from the placed and compacted ABC. Samples shall be taken and tested at the rates indicated.

a. Density tests shall be performed on every lift of material placed and at a frequency of one set of tests for every 250 square yards , or portion thereof, of completed area.

b. Sieve Analysis including No. 635 size material shall be performed for every 1000 square yards, or portion thereof, of material placed.

c. Liquid limit and plasticity index tests shall be performed at the same frequency as the sieve analysis.

1.4.4 Approval of Material

The source of the material shall be selected 30 days prior to the time the material will be required in the work. Tentative approval of material will

be based on initial test results. Final approval of the materials will be based on sieve analysis, liquid limit, and plasticity index tests performed on samples taken from the completed and fully compacted ABC .

1.5 WEATHER LIMITATIONS

Construction shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

1.6 PLANT, EQUIPMENT, AND TOOLS

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

PART 2 PRODUCTS

2.1 AGGREGATES

The ABC shall consist of clean, sound, durable particles of crushed stone, crushed slag, crushed gravel, crushed recycled concrete, angular sand, or other approved material. ABC shall be free of lumps of clay, organic matter, and other objectionable materials or coatings. The portion retained on the No. 4 sieve shall be known as coarse aggregate; that portion passing the No. 4 sieve shall be known as fine aggregate.

2.1.1 Coarse Aggregate

Coarse aggregates shall be angular particles of uniform density. When the coarse aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements and shall be stockpiled separately.

a. Crushed Gravel: Crushed gravel shall be manufactured by crushing gravels, and shall meet all the requirements specified below.

b. Crushed Stone: Crushed stone shall consist of freshly mined quarry rock, and shall meet all the requirements specified below.

c. Crushed Recycled Concrete: Crushed recycled concrete shall consist of previously hardened portland cement concrete or other concrete containing pozzolanic binder material. The recycled material shall be free of all reinforcing steel, bituminous concrete surfacing, and any other foreign material and shall be crushed and processed to meet the required gradations for coarse aggregate. Crushed recycled concrete shall meet all other applicable requirements specified below.

d. Crushed Slag: Crushed slag shall be an air-cooled blast-furnace product having an air dry unit weight of not less than 65 pcf as determined by ASTM C 29/C 29M, and shall meet all the requirements specified below.

2.1.1.1 Aggregate Base Course

ABC coarse aggregate shall not show more than 50 percent loss when subjected to the Los Angeles abrasion test in accordance with ASTM C 131. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregates shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as two fractured faces. Crushed gravel shall be manufactured from gravel particles 50 percent of which, by weight, are retained on the maximum size sieve listed in TABLE 1.

2.1.2 Fine Aggregate

Fine aggregates shall be angular particles of uniform density. When the fine aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements.

2.1.2.1 Aggregate Base Course

ABC fine aggregate shall consist of screenings, angular sand, crushed recycled concrete fines, or other finely divided mineral matter processed or naturally combined with the coarse aggregate.

2.1.3 Gradation Requirements

The specified gradation requirements shall apply to the completed base course. The aggregates shall have a maximum size of 2 inches and shall be continuously well graded within the limits specified in TABLE 1. Sieves shall conform to ASTM E 11.

TABLE I. GRADATION OF AGGREGATES

Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	No. 1	No. 2	No. 3
2 inch	100	----	----
1-1/2 inch	70-100	100	----
1 inch	45-80	60-100	100
1/2 inch	30-60	30-65	40-70
No. 4	20-50	20-50	20-50
No. 10	15-40	15-40	15-40
No. 40	5-25	5-25	5-25
No. 200	0-8	0-8	0-8

NOTE 1: Particles having diameters less than 0.0008 inch shall not be in excess of 3 percent by weight of the total sample tested.

NOTE 2: The values are based on aggregates of uniform specific gravity. If materials from different sources are used for the coarse and fine aggregates, they shall be tested in accordance with ASTM C 127 and ASTM C 128 to determine their specific gravities. If the specific gravities vary

by more than 10 percent, the percentages passing the various sieves shall be corrected as directed by the Contracting Officer.

2.1.4 Liquid Limit and Plasticity Index

Liquid limit and plasticity index requirements shall apply to the completed course and shall also apply to any component that is blended to meet the required gradation. The portion of any component or of the completed course passing the No. 40 sieve shall be either nonplastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the working area. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 OPERATION OF AGGREGATE SOURCES

Aggregate sources shall be cleared, stripped and excavated to working depths producing excavation faces that are as nearly vertical as practicable for the materials being excavated. Strata of unsuitable materials overlying or occurring in the deposit shall be wasted. Methods of operating aggregate sources, and the processing and blending of the materials, shall be changed or modified if necessary to obtain material conforming to the specified requirements. Upon completion of the work, aggregate sources shall be conditioned to drain readily and be left in a satisfactory condition. Aggregates shall be obtained from offsite sources.

3.3 STOCKPILING MATERIAL

Prior to stockpiling of material, storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Contracting Officer to prevent segregation. Materials obtained from different sources shall be stockpiled separately.

3.4 PREPARATION OF UNDERLYING COURSE

Prior to constructing the ABC , the underlying course shall be cleaned of all foreign substances. At the time of construction of the ABC , the underlying course shall contain no frozen material. The surface of the underlying course shall meet specified compaction and surface tolerances. The underlying course shall conform to Section 02721A SUBBASE COURSES. Ruts or soft yielding spots in the underlying courses, areas having inadequate compaction, and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses containing sands or gravels, as defined in ASTM D 2487, the surface shall be stabilized prior to placement of the ABC . Stabilization shall be accomplished by mixing ABC into the underlying course and compacting by approved methods. The stabilized material shall

be considered as part of the underlying course and shall meet all requirements of the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the ABC is placed.

3.5 INSTALLATION

3.5.1 Mixing the Materials

The coarse and fine aggregates shall be mixed in a stationary plant, or in a traveling plant or bucket loader on an approved paved working area. The Contractor shall make adjustments in mixing procedures or in equipment as directed to obtain true grades, to minimize segregation or degradation, to obtain the required water content, and to insure a satisfactory ABC meeting all requirements of this specification.

3.5.2 Placing

The mixed material shall be placed on the prepared subbase in layers of uniform thickness with an approved spreader. When a compacted layer 6 inches or less in thickness is required, the material shall be placed in a single layer. When a compacted layer in excess of 6 inches is required, the material shall be placed in layers of equal thickness. No layer shall exceed 6 inches or less than 3 inches when compacted. The layers shall be so placed that when compacted they will be true to the grades or levels required with the least possible surface disturbance. Such adjustments in placing procedures or equipment shall be made as may be directed to obtain true grades, to minimize segregation and degradation, to adjust the water content, and to insure an acceptable ABC.

3.5.3 Grade Control

The finished and completed ABC shall conform to the lines, grades, and cross sections shown. Underlying material(s) shall be excavated and prepared at sufficient depth for the required ABC thickness so that the finished ABC with the subsequent surface course will meet the designated grades.

3.5.4 Edges of Base Course

Approved fill material shall be placed along the outer edges of ABC in sufficient quantities to compact to the thickness of the course being constructed, allowing in each operation at least a 2 foot width of this material to be rolled and compacted simultaneously with rolling and compacting of ABC . If this base course material is to be placed adjacent to another pavement section, then the layers for both of these sections shall be placed and compacted along this edge at the same time.

3.5.5 Compaction

ABC shall be compacted as specified with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus 1 percent of the optimum water content determined from laboratory tests as specified in paragraph SAMPLING AND TESTING. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not

occur. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Compaction shall continue until each layer has a degree of compaction that is at least 100 percent of laboratory maximum density through the full depth of the layer. The Contractor shall make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory ABC . Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

3.5.6 Thickness

Compacted thickness of the aggregate course shall be as indicated No individual layer shall exceed 6 inches nor be less than 3 inches in compacted thickness. The total compacted thickness of the ABC course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated. The total thickness of the ABC course shall be measured at intervals in such a manner as to ensure one measurement for each 500 square yards of base course. Measurements shall be made in 3 inch diameter test holes penetrating the base course.

3.5.7 Finishing

The surface of the top layer of ABC shall be finished after final compaction by cutting any overbuild to grade and rolling with a steel-wheeled roller. Thin layers of material shall not be added to the top layer of base course to meet grade. If the elevation of the top layer of ABC is 1/2 inch or more below grade, then the top layer should be scarified to a depth of at least 3 inches and new material shall be blended in and compacted to bring to grade. Adjustments to rolling and finishing procedures shall be made as directed to minimize segregation and degradation, obtain grades, maintain moisture content, and insure an acceptable base course. Should the surface become rough, corrugated, uneven in texture, or traffic marked prior to completion, the unsatisfactory portion shall be scarified, reworked and recompacted or it shall be replaced as directed.

3.5.8 Smoothness

The surface of the top layer shall show no deviations in excess of 3/8 inch when tested with a 12 foot straightedge. Measurements shall be taken in successive positions parallel to the centerline of the area to be paved. Measurements shall also be taken perpendicular to the centerline at 50 foot intervals. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting it to meet these specifications.

3.6 TRAFFIC

Traffic shall not be allowed on the completed ABC course.

3.7 MAINTENANCE

The ABC shall be maintained in a satisfactory condition until the full pavement section is completed and accepted. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any ABC that is not paved over prior to the onset of winter, shall be retested to verify that it still complies with the requirements of this specification. Any area of ABC that is damaged shall be reworked or replaced as necessary to comply with this specification.

3.8 DISPOSAL OF UNSATISFACTORY MATERIALS

Any unsuitable materials that must be removed shall be disposed of as directed . No additional payments will be made for materials that must be replaced.

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SECTION 02741A

HOT-MIX ASPHALT (HMA) FOR ROADS
09/99

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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO MP 1	(1998)Provisional Specification for Performance Graded Asphalt Binder
AASHTO MP 2	(1998; Interim 1999) Superpave Volumetric Mix Design
AASHTO TP53	(1998; Interim 1999) Determining Asphalt Content of Hot Mix Asphalt by the Ignition Method

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(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 Aggregates
ASTM C 566	(1997) Evaporable Total Moisture Content of Aggregate by Drying
ASTM C 1252	(1998) Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)
ASTM D 140	(1998) Sampling Bituminous Materials

ASTM D 242	(1995) Mineral Filler for Bituminous Paving Mixtures
ASTM D 995	(1995b) Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM D 1461	(1985)) Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	(1989) Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	(1995) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	(1995) Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	(1984; R 1994el) Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	(1996el) Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture
ASTM D 2950	(1997) Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3381	(1999) Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3665	(1999) Random Sampling of Construction Materials
ASTM D 3666	(1998) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	(1994el)Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867/D 4867M	(1996) Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	(1998) Mechanical Size Analysis of Extracted Aggregate
ASTM D 6307	(1998) Asphalt Content of Hot Mix Asphalt by Ignition Method

ASPHALT INSTITUTE (AI)

AI MS-02	(1997) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types
AI MS-22	(1998; 2nd Edition) Construction of Hot-Mix Asphalt Pavements

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CDT)

CDT Test 526	(1978) Operation of California Profilograph and Evaluation of Profiles

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 171	(1995) Test Method for Determining Percentage of Crushed Particles in Aggregate

1.2 DESCRIPTION OF WORK

The work shall consist of pavement courses composed of mineral aggregate and asphalt material heated and mixed in a central mixing plant and placed on a prepared course. HMA designed and constructed in accordance with this section shall conform to the lines, grades, thicknesses, and typical cross sections shown on the drawings. Each course shall be constructed to the depth, section, or elevation required by the drawings and shall be rolled, finished, and approved before the placement of the next course.

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-03 Product Data

Mix Design; G-DO.

Proposed JMF.

Contractor Quality Control; G-AO.

Quality control plan.

Material Acceptance and Percent Payment; G-AO.

Acceptance test results and pay calculations.

SD-06 Test Reports

Aggregates; G-DO.
QC Monitoring.

Aggregate and QC test results.

SD-07 Certificates

Asphalt Cement Binder; G-DO.

Copies of certified test data.

Testing Laboratory; G-AO.

Certification of compliance.

Plant Scale Calibration Certification

1.4 METHOD OF MEASUREMENT

The amount paid for will be the number of tons of hot-mix asphalt mixture used in the accepted work. Hot-mix asphalt mixture shall be weighed after mixing, and no separate payment will be made for weight of asphalt cement material incorporated herein.

1.5 BASIS OF PAYMENT

Quantities of wearing-course mixtures, determined as specified above, will be paid for at respective contract unit prices or at reduced prices adjusted in accordance with paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT. Payment shall constitute full compensation for furnishing all materials, equipment, plant, and tools; and for all labor and other incidentals necessary to complete work required by this section of the specification.

1.6 ASPHALT MIXING PLANT

Plants used for the preparation of hot-mix asphalt shall conform to the requirements of ASTM D 995 with the following changes:

a. Truck Scales. The asphalt mixture shall be weighed on approved certified scales at the Contractor's expense. Scales shall be inspected and sealed at least annually by an approved calibration laboratory.

b. Inspection of Plant. The Contracting Officer shall have access at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; checking the temperatures maintained in the preparation of the mixtures and for taking samples. The Contractor shall provide assistance as requested, for the Government to procure any desired samples.

c. Storage Bins. Use of storage bins for temporary storage of hot-mix asphalt will be permitted as follows:

(1) The asphalt mixture may be stored in non-insulated storage bins for a period of time not exceeding 3 hours.

(2) The asphalt mixture may be stored in insulated storage bins for a period of time not exceeding 8 hours. The mix drawn from bins shall meet the same requirements as mix loaded directly into trucks.

1.7 HAULING EQUIPMENT

Trucks used for hauling hot-mix asphalt shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds

shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Petroleum based products shall not be used as a release agent. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers (tarps) shall be securely fastened.

1.8 ASPHALT PAVERS

Asphalt pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of hot-mix asphalt which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

1.8.1 Receiving Hopper

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

1.8.2 Automatic Grade Controls

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. A transverse slope controller shall not be used to control grade. The controls shall be capable of working in conjunction with any of the following attachments:

a. Ski-type device of not less than 30 feet in length.

b. Taut stringline set to grade.

c. Short ski or shoe for joint matching.

d. Laser control.

1.9 ROLLERS

Rollers shall be in good condition and shall be operated at slow speeds to avoid displacement of the asphalt mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. Equipment which causes excessive crushing of the aggregate shall not be used.

1.10 WEATHER LIMITATIONS

The hot-mix asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in

Table 1. The temperature requirements may be waived by the Contracting Officer, if requested; however, all other requirements, including compaction, shall be met.

Table 1. Surface Temperature Limitations of Underlying Course

Mat Thickness, inches	Degrees F
3 or greater	40
Less than 3	45

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The portion of material retained on the No. 4 sieve is coarse aggregate. The portion of material passing the No. 4 sieve and retained on the No. 200 sieve is fine aggregate. The portion passing the No. 200 sieve is defined as mineral filler. All aggregate test results shall be submitted to the Contracting Officer at least 14 days prior to start of construction.

2.1.1 Coarse Aggregate

Coarse aggregate shall consist of sound, tough, durable particles, free from films of material that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. All individual coarse aggregate sources shall meet the following requirements:

a. The percentage of loss shall not be greater than 40 percent after 500 revolutions when tested in accordance with ASTM C 131.

b. The percentage of loss shall not be greater than 18 percent after five cycles when tested in accordance with ASTM C 88 using magnesium sulfate or 12 percent when using sodium sulfate.

c. At least 75 percent by weight of coarse aggregate shall have at least two or more fractured faces when tested in accordance with COE CRD-C 171. Fractured faces shall be produced by crushing.

d. The particle shape shall be essentially cubical and the aggregate shall not contain more than 20% percent, by weight, of flat and elongated particles (3:1 ratio of maximum to minimum) when tested in accordance with ASTM D 4791.

e. Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 75 lb/cu ft when tested in accordance with ASTM C 29/C 29M.

2.1.2 Fine Aggregate

Fine aggregate shall consist of clean, sound, tough, durable particles. The aggregate particles shall be free from coatings of clay, silt, or any objectionable material and shall contain no clay balls. All individual fine aggregate sources shall have a sand equivalent value not less than 45 when tested in accordance with ASTM D 2419.

The fine aggregate portion of the blended aggregate shall have an uncompacted void content not less than 43.0 percent when tested in accordance with ASTM C 1252 Method A.

2.1.3 Mineral Filler

Mineral filler shall be nonplastic material meeting the requirements of ASTM D 242.

2.1.4 Aggregate Gradation

The combined aggregate gradation shall conform to gradations specified in Table 2, when tested in accordance with ASTM C 136 and ASTM C 117, and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but grade uniformly from coarse to fine.

Table 2. Aggregate Gradations

Sieve Size, inch	Gradation 1 Percent Passing by Mass	Gradation 2 Percent Passing by Mass	Gradation 3 Percent Passing by Mass
1	100	---	---
3/4	76-96	100	---
1/2	68-88	76-96	100
3/8	60-82	69-89	76-96
No. 4	45-67	53-73	58-78
No. 8	32-54	38-60	40-60
No. 16	22-44	26-48	28-48
No. 30	15-35	18-38	18-38
No. 50	9-25	11-27	11-27
No. 100	6-18	6-18	6-18
No. 200	3-6	3-6	3-6

2.2 ASPHALT CEMENT BINDER

Asphalt cement binder shall conform to ASTM D 3381 Table 2, Viscosity Grade AC-10 or AASHTO MP 1 Performance Grade (PG) PG 58-22 . Test data indicating grade certification shall be provided by the supplier at the time of delivery of each load to the mix plant. Copies of these certifications shall be submitted to the Contracting Officer. The supplier is defined as the last source of any modification to the binder. The Contracting Officer may sample and test the binder at the mix plant at any time before or during mix production. Samples for this verification testing shall be obtained by the Contractor in accordance with ASTM D 140 and in the presence of the Contracting Officer. These samples shall be furnished to the Contracting Officer for the verification testing, which shall be at no cost to the Contractor. Samples of the asphalt cement specified shall be submitted for approval not less than 14 days before start of the test section.

2.3 MIX DESIGN

The Contractor shall develop the mix design. The asphalt mix shall be composed of a mixture of well-graded aggregate, mineral filler if required, and asphalt material. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting

mixture meets the grading requirements of the job mix formula (JMF). No hot-mix asphalt for payment shall be produced until a JMF has been approved. The hot-mix asphalt shall be designed using procedures contained in AI MS-02 and the criteria shown in Table 3. If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867/D 4867M is less than 75, the aggregates shall be rejected or the asphalt mixture treated with an approved anti-stripping agent. The amount of anti-stripping agent added shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it shall be provided by the Contractor at no additional cost. Sufficient materials to produce 200 pound of blended mixture shall be provided to the Contracting Officer for verification of mix design at least 14 days prior to construction of test section.

At the option of the contractor a currently used DOT superpave hot mix may be used in lieu of developing a new hot mix design study as described herein. The superpave volumetric mix shall be designed in accordance with AASHTO MP 2.

2.3.1 JMF Requirements

The job mix formula shall be submitted in writing by the Contractor for approval at least 14 days prior to the start of the test section and shall include as a minimum:

a. Percent passing each sieve size.

b. Percent of asphalt cement.

c. Percent of each aggregate and mineral filler to be used.

d. Asphalt viscosity grade, penetration grade, or performance grade.

e. Number of blows of hammer per side of molded specimen.

f. Laboratory mixing temperature.

g. Lab compaction temperature.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the 0.45 power gradation chart, stating the nominal maximum size.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content as shown in AI MS-02.

k. Specific gravity and absorption of each aggregate.

l. Percent natural sand.

m. Percent particles with 2 or more fractured faces (in coarse aggregate).

n. Fine aggregate angularity.

o. Percent flat or elongated particles (in coarse aggregate).

p. Tensile Strength Ratio(TSR).

q. Antistrip agent (if required) and amount.

r. List of all modifiers and amount.

s. Percentage and properties (asphalt content, binder properties, and aggregate properties) of reclaimed asphalt pavement (RAP) in accordance with paragraph RECYCLED HOT-MIX ASPHALT, if RAP is used.

Table 3. Marshall Design Criteria

Test Property	75 Blow Mix	50 Blow Mix
Stability, pounds minimum	*1800	*1000
Flow, 0.01 inch	8-16	8-18
Air voids, percent	3-5	3-5
Percent Voids in mineral aggregate VMA, (minimum)		
Gradation 1	13.0	13.0
Gradation 2	14.0	14.0
Gradation 3	15.0	15.0
TSR, minimum percent	75	75

* This is a minimum requirement. The average during construction shall be significantly higher than this number to ensure compliance with the specifications.
** Calculate VMA in accordance with AI MS-02, based on ASTM D 2726 bulk specific gravity for the aggregate.

2.3.2 Adjustments to Field JMF

The Laboratory JMF for each mixture shall be in effect until a new formula is approved in writing by the Contracting Officer. Should a change in sources of any materials be made, a new laboratory jmf design shall be performed and a new JMF approved before the new material is used. The Contractor will be allowed to adjust the Laboratory JMF within the limits specified below to optimize mix volumetric properties with the approval of the Contracting Officer. Adjustments to the Laboratory JMF shall be applied to the field (plant) established JMF and limited to those values as shown. Adjustments shall be targeted to produce or nearly produce 4 percent voids total mix (VTM).

TABLE 4. Field (Plant) Established JMF Tolerances

Sieves	Adjustments (plus or minus), percent
No. 4	3
No. 8	3
No. 200	1

TABLE 4. Field (Plant) Established JMF Tolerances

Sieves	Adjustments (plus or minus), percent
Binder Content	0.40

If adjustments are needed that exceed these limits, a new mix design shall be developed. Tolerances given above may permit the aggregate grading to be outside the limits shown in Table 2; while not desirable, this is acceptable.

2.4 RECYCLED HOT MIX ASPHALT

Recycled HMA shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt cement. The RAP shall be of a consistent gradation and asphalt content and properties. When RAP is fed into the plant, the maximum RAP chunk size shall not exceed 2 inches. The recycled HMA mix shall be designed using procedures contained in AI MS-02 and AI MS-22. The job mix shall meet the requirements of paragraph MIX DESIGN. The amount of RAP shall not exceed 30 percent.

2.4.1 RAP Aggregates and Asphalt Cement

The blend of aggregates used in the recycled mix shall meet the requirements of paragraph AGGREGATES. The percentage of asphalt in the RAP shall be established for the mixture design according to ASTM D 2172 using the appropriate dust correction procedure.

2.4.2 RAP Mix

The blend of new asphalt cement and the RAP asphalt binder shall meet the viscosity or dynamic shear rheometer at high temperature and bending beam at low temperature requirements in paragraph ASPHALT CEMENT BINDER. The virgin asphalt cement shall not be more than two standard asphalt material grades different than that specified in paragraph ASPHALT CEMENT BINDER.

PART 3 EXECUTION

3.1 PREPARATION OF ASPHALT BINDER MATERIAL

The asphalt cement material shall be heated avoiding local overheating and providing a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of unmodified asphalts shall be no more than 325 degrees F when added to the aggregates. Modified asphalts shall be no more than 350 degrees F when added to the aggregates.

3.2 PREPARATION OF MINERAL AGGREGATE

The aggregate for the mixture shall be heated and dried prior to mixing. No damage shall occur to the aggregates due to the maximum temperature and rate of heating used. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt cement is added. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

3.3 PREPARATION OF HOT-MIX ASPHALT MIXTURE

The aggregates and the asphalt cement shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined

materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but no less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to at least achieve 95 percent of coated particles. The moisture content of all hot-mix asphalt upon discharge from the plant shall not exceed 0.5 percent by total weight of mixture as measured by ASTM D 1461.

3.4 PREPARATION OF THE UNDERLYING SURFACE

Immediately before placing the hot mix asphalt, the underlying course shall be cleaned of dust and debris. A prime coat shall be applied in accordance with the contract specifications.

3.5 TESTING LABORATORY

The laboratory used to develop the JMF shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements or clearly listing all deficiencies shall be submitted to the Contracting Officer prior to the start of construction. The certification shall contain as a minimum:

a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.

b. A listing of equipment to be used in developing the job mix.

c. A copy of the laboratory's quality control system.

d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

3.6 TRANSPORTING AND PLACING

3.6.1 Transporting

The hot-mix asphalt shall be transported from the mixing plant to the site in clean, tight vehicles. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided for night placements. Hauling over freshly placed material will not be permitted until the material has been compacted as specified, and allowed to cool to 140 degrees F.

3.6.2 Placing

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements. Upon arrival, the mixture shall be placed to the full width by an asphalt paver; it shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The

mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On isolated areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

3.7 COMPACTION OF MIXTURE

After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible without causing displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once. Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened but excessive water will not be permitted. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or is in any way defective shall be removed full depth, replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching will not be allowed.

3.8 JOINTS

The formation of joints shall be made ensuring a continuous bond between the courses and to obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

3.8.1 Transverse Joints

The roller shall not pass over the unprotected end of the freshly laid mixture, except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing material at the joint . The cutback material shall be removed from the project. In both methods, all contact surfaces shall be given a light tack coat of asphalt material before placing any fresh mixture against the joint.

3.8.2 Longitudinal Joints

Longitudinal joints which are irregular, damaged, uncompacted, cold (less than 175 degrees F at the time of placing adjacent lanes), or otherwise defective, shall be cut back a minimum of 2 inches from the edge with a cutting wheel to expose a clean, sound vertical surface for the full depth of the course. All cutback material shall be removed from the project.

All contact surfaces shall be given a light tack coat of asphalt material prior to placing any fresh mixture against the joint. The Contractor will be allowed to use an alternate method if it can be demonstrated that density, smoothness, and texture can be met.

3.9 CONTRACTOR QUALITY CONTROL

3.9.1 General Quality Control Requirements

The Contractor shall develop an approved Quality Control Plan. Hot-mix asphalt for payment shall not be produced until the quality control plan has been approved. The plan shall address all elements which affect the quality of the pavement including, but not limited to:

a. Mix Design

b. Aggregate Grading

c. Quality of Materials

d. Stockpile Management

e. Proportioning

f. Mixing and Transportation

g. Mixture Volumetrics

h. Moisture Content of Mixtures

i. Placing and Finishing

j. Joints

k. Compaction

l. Surface Smoothness

3.9.2 Testing Laboratory

The laboratory shall meet the requirements as required in ASTM D 3666. Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Contracting Officer shall be permitted unrestricted access to inspect the Contractor's laboratory facility, to witness quality control activities, and to perform any check testing desired. The Contracting Officer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to adversely affect test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are corrected.

3.9.3 Quality Control Testing

The Contractor shall perform all quality control tests applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but shall not be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, moisture in the asphalt mixture, laboratory air voids, stability,

flow, in-place density, grade and smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

3.9.3.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot (a lot is defined in paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT) by one of the following methods: the extraction method in accordance with ASTM D 2172, Method A or B, the ignition method in accordance with the AASHTO TP53or ASTM D 6307, or the nuclear method in accordance with ASTM D 4125, provided the nuclear gauge is calibrated for the specific mix being used. For the extraction method, the weight of ash, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

3.9.3.2 Gradation

Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of recovered aggregate in accordance with ASTM D 5444. When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix plants. For batch plants, aggregates shall be tested in accordance with ASTM C 136 using actual batch weights to determine the combined aggregate gradation of the mixture.

3.9.3.3 Temperatures

Temperatures shall be checked at least four times per lot, at necessary locations, to determine the temperature at the dryer, the asphalt cement in the storage tank, the asphalt mixture at the plant, and the asphalt mixture at the job site.

3.9.3.4 Aggregate Moisture

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

3.9.3.5 Moisture Content of Mixture

The moisture content of the mixture shall be determined at least once per lot in accordance with ASTM D 1461 or an approved alternate procedure.

3.9.3.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 50 or 75 blows per side with the Marshall hammer as described in ASTM D 1559. After compaction, the laboratory air voids of each specimen shall be determined, as well as the Marshall stability and flow.

3.9.3.7 In-Place Density

The Contractor shall conduct any necessary testing to ensure the specified density is achieved. A nuclear gauge may be used to monitor pavement density in accordance with ASTM D 2950.

3.9.3.8 Grade and Smoothness

The Contractor shall conduct the necessary checks to ensure the grade and smoothness requirements are met in accordance with paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT.

3.9.3.9 Additional Testing

Any additional testing, which the Contractor deems necessary to control the process, may be performed at the Contractor's option.

3.9.3.10 QC Monitoring

The Contractor shall submit all QC test results to the Contracting Officer on a daily basis as the tests are performed. The Contracting Officer reserves the right to monitor any of the Contractor's quality control testing and to perform duplicate testing as a check to the Contractor's quality control testing.

3.9.4 Sampling

When directed by the Contracting Officer, the Contractor shall sample and test any material which appears inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

3.10 MATERIAL ACCEPTANCE AND PERCENT PAYMENT

Testing for acceptability of work will be performed by an independent laboratory hired by the Contractor. Test results and payment calculations shall be forwarded daily to the Contracting Officer. Acceptance of the plant produced mix and in-place requirements will be on a lot to lot basis. A standard lot for all requirements will be equal to 4 hours of production. Where appropriate, adjustment in payment for individual lots of hot-mix asphalt will be made based on in-place density, laboratory air voids, grade and smoothness in accordance with the following paragraphs. Grade and surface smoothness determinations will be made on the lot as a whole. Exceptions or adjustments to this will be made in situations where the mix within one lot is placed as part of both the intermediate and surface courses, thus grade and smoothness measurements for the entire lot cannot be made. In order to evaluate laboratory air voids and in-place (field) density, each lot will be divided into four equal sublots.

3.10.1 Percent Payment

When a lot of material fails to meet the specification requirements for 100 percent pay as outlined in the following paragraphs, that lot shall be removed and replaced, or accepted at a reduced price which will be computed by multiplying the unit price by the lot's pay factor. The lot pay factor is determined by taking the lowest computed pay factor based on either laboratory air voids, in-place density, grade or smoothness (each discussed below). At the end of the project, an average of all lot pay factors will be calculated. If this average lot pay factor exceeds 95.0 percent, then the percent payment for the entire project will be 100 percent of the unit bid price. If the average lot pay factor is less than 95.0 percent, then each lot will be paid for at the unit price multiplied by the lot's pay factor. For any lots which are less than 2000 tons, a weighted lot pay factor will be used to calculate the average lot pay factor.

3.10.2 Sublot Sampling

One random mixture sample for determining laboratory air voids, theoretical maximum density, and for any additional testing the Contracting Officer desires, will be taken from a loaded truck delivering mixture to each sublot, or other appropriate location for each sublot. All samples will be selected randomly, using commonly recognized methods of assuring randomness conforming to ASTM D 3665 and employing tables of random numbers or computer programs. Laboratory air voids will be determined from three laboratory compacted specimens of each sublot sample in accordance with ASTM D 1559. The specimens will be compacted within 2 hours of the time the mixture was loaded into trucks at the asphalt plant. Samples will not be reheated prior to compaction and insulated containers will be used as necessary to maintain the temperature.

3.10.3 Additional Sampling and Testing

The Contracting Officer reserves the right to direct additional samples and tests for any area which appears to deviate from the specification requirements. The cost of any additional testing will be paid for by the Government. Testing in these areas will be in addition to the lot testing, and the requirements for these areas will be the same as those for a lot.

3.10.4 Laboratory Air Voids

Laboratory air voids will be calculated by determining the Marshall density of each lab compacted specimen using ASTM D 2726 and determining the theoretical maximum density of every other sublot sample using ASTM D 2041. Laboratory air void calculations for each sublot will use the latest theoretical maximum density values obtained, either for that sublot or the previous sublot. The mean absolute deviation of the four laboratory air void contents (one from each sublot) from the JMF air void content will be evaluated and a pay factor determined from Table 7. All laboratory air void tests will be completed and reported within 24 hours after completion of construction of each lot.

3.10.5 Mean Absolute Deviation

An example of the computation of mean absolute deviation for laboratory air voids is as follows: Assume that the laboratory air voids are determined from 4 random samples of a lot (where 3 specimens were compacted from each sample). The average laboratory air voids for each sublot sample are determined to be 3.5, 3.0, 4.0, and 3.7. Assume that the target air voids from the JMF is 4.0. The mean absolute deviation is then:

Mean Absolute Deviation = (|3.5 - 4.0| + |3.0 - 4.0| + |4.0 - 4.0| + |3.7 - 4.0|/4

= (0.5 + 1.0 + 0.0 + 0.3)/4 = (1.8)/4 = 0.45

The mean absolute deviation for laboratory air voids is determined to be 0.45. It can be seen from Table 7 that the lot's pay factor based on laboratory air voids, is 100 percent.

Table 7. Pay Factor Based on Laboratory Air Voids

Mean Absolute Deviation of Lab Air Voids from JMF	Pay Factor, %
0.60 or less	100

Table 7. Pay Factor Based on Laboratory Air Voids

Mean Absolute Deviation of Lab Air Voids from JMF	Pay Factor, %
0.61 - 0.80	98
0.81 - 1.00	95
1.01 - 1.20	90
Above 1.20	reject (0)

3.10.6 In-place Density

3.10.6.1 General Density Requirements

For determining in-place density, one random core will be taken by the Government from the mat (interior of the lane) of each sublot, and one random core will be taken from the joint (immediately over joint) of each sublot. Each random core will be full thickness of the layer being placed. When the random core is less than 1 inch thick, it will not be included in the analysis. In this case, another random core will be taken. After air drying to a constant weight, cores obtained from the mat and from the joints will be used for in-place density determination.

3.10.6.2 Mat and Joint Densities

The average in-place mat and joint densities are expressed as a percentage of the average Marshall density for the lot. The Marshall density for each lot will be determined as the average Marshall density of the four random samples (3 specimens compacted per sample). The average in-place mat density and joint density for a lot are determined and compared with Table 8 to calculate a single pay factor per lot based on in-place density, as described below. First, a pay factor for both mat density and joint density are determined from Table 8. The area associated with the joint is then determined and will be considered to be 10 feet wide times the length of completed longitudinal construction joint in the lot. This area will not exceed the total lot size. The length of joint to be considered will be that length where a new lane has been placed against an adjacent lane of hot-mix asphalt pavement, either an adjacent freshly paved lane or one paved at any time previously. The area associated with the joint is expressed as a percentage of the total lot area. A weighted pay factor for the joint is determined based on this percentage (see example below). The pay factor for mat density and the weighted pay factor for joint density is compared and the lowest selected. This selected pay factor is the pay factor based on density for the lot. When the Marshall density on both sides of a longitudinal joint is different, the average of these two densities will be used as the Marshall density needed to calculate the percent joint density. All density results for a lot will be completed and reported within 24 hours after the construction of that lot.

Table 8. Pay Factor Based on In-place Density

Average Mat Density (4 Cores)	Pay Factor, %	Average Joint Density (4 Cores)
97.9 or 100	100.0	96.4 or above
97.8 or 100.1	99.9	96.3
97.7	99.8	96.2
97.6 or100.2	99.6	96.1
97.5	99.4	96.0
97.4 or 100.3	99.1	95.9

Table 8. Pay Factor Based on In-place Density

Average Mat Density (4 Cores)	Pay Factor, %	Average Joint Density (4 Cores)
97.3	98.7	95.8
97.2 or 100.4	98.3	95.7
97.1	97.8	95.6
97.0 or 100.5	97.3	95.5
96.9	96.3	95.4
96.8 or 100.6	94.1	95.3
96.7	92.2	95.2
96.6 or 100.7	90.3	95.1
96.5	87.9	95.0
96.4 or 100.8	85.7	94.9
96.3	83.3	94.8
96.2 or 100.9	80.6	94.7
96.1	78.0	94.6
96.0 or 101.0	75.0	94.5
below 96.0or above 101.0	0.0 (reject)	below 94.5

3.10.6.3 Pay Factor Based on In-place Density

An example of the computation of a pay factor (in I-P units only) based on in-place density, is as follows: Assume the following test results for field density made on the lot: (1) Average mat density = 97.2 percent (of lab density). (2) Average joint density = 95.5 percent (of lab density). (3) Total area of lot = 30,000 square feet. (4) Length of completed longitudinal construction joint = 2000 feet.

a. Step 1: Determine pay factor based on mat density and on joint density, using Table 8:

Mat density of 97.2 percent = 98.3 pay factor.

Joint density of 95.5 percent = 97.3 pay factor.

b. Step 2: Determine ratio of joint area (length of longitudinal joint x 10 ft) to mat area (total paved area in the lot): Multiply the length of completed longitudinal construction joint by the specified 10 ft. width and divide by the mat area (total paved area in the lot).

(2000 ft. x 10 ft.)/30000 sq.ft. = 0.6667 ratio of joint area to mat area (ratio).

c. Step 3: Weighted pay factor (wpf) for joint is determined as indicated below:

wpf = joint pay factor + (100 - joint pay factor) (1 - ratio)
wpf = 97.3 + (100-97.3) (1-.6667) = 98.2%

d. Step 4: Compare weighted pay factor for joint density to pay factor for mat density and select the smaller:

Pay factor for mat density: 98.3%. Weighted pay factor for joint density: 98.2%

Select the smaller of the two values as pay factor based on density: 98.2%

3.10.7 Grade

The final wearing surface of pavement shall conform to the elevations and cross sections shown and shall vary not more than 0.05 foot from the plan grade established and approved at site of work. Finished surfaces at juncture with other pavements shall coincide with finished surfaces of abutting pavements. Deviation from the plan elevation will not be permitted in areas of pavements where closer conformance with planned elevation is required for the proper functioning of drainage and other appurtenant structures involved. The final wearing surface of the pavement will be tested for conformance with specified plan grade requirements. The grade will be determined by running lines of levels at intervals of 25 feet, or less, longitudinally and transversely, to determine the elevation of the completed pavement surface. Within 5 working days, after the completion of a particular lot incorporating the final wearing surface, the Contracting Officer will inform the Contractor in writing, of the results of the grade-conformance tests. When more than 5 percent of all measurements made within a lot are outside the 0.05 foot tolerance, the pay factor based on grade for that lot will be 95 percent. In areas where the grade exceeds the tolerance by more than 50 percent, the Contractor shall remove the surface lift full depth; the Contractor shall then replace the lift with hot-mix asphalt to meet specification requirements, at no additional cost to the Government. Diamond grinding may be used to remove high spots to meet grade requirements. Skin patching for correcting low areas or planing or milling for correcting high areas will not be permitted.

3.10.8 Surface Smoothness

The Contractor shall use both of the following methods to test and evaluate surface smoothness of the pavement. All testing shall be performed in the presence of the Contracting Officer. Detailed notes of the results of the testing shall be kept and a copy furnished to the Government immediately after each day's testing. The profilograph method shall be used for all longitudinal and transverse testing, except where the runs would be less than 200 feet in length and the ends where the straightedge shall be used. Where drawings show required deviations from a plane surface (crowns, drainage inlets, etc.), the surface shall be finished to meet the approval of the Contracting Officer.

3.10.8.1 Smoothness Requirements

a. Straightedge Testing: The finished surfaces of the pavements shall have no abrupt change of 1/4 inch or more, and all pavements shall be within the tolerances specified in Table 9 when checked with an approved 12 foot straightedge.

Table 9. Straightedge Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Tolerance, inches
All paved areas	Longitudinal	1/4
	Transverse	1/4

b. Profilograph Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavement shall have a Profile Index not greater than specified in Table 10 when tested with an approved California-type profilograph. If the extent of the pavement in either direction is less than 200 feet, that direction shall

be tested by the straightedge method and shall meet requirements specified above.

Table 10. Profilograph Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Maximum Specified Profile Index (inch/mile)
All Paved Areas	Longitudinal	9

3.10.8.2 Testing Method

After the final rolling, but not later than 24 hours after placement, the surface of the pavement in each entire lot shall be tested by the Contractor in such a manner as to reveal all surface irregularities exceeding the tolerances specified above. Separate testing of individual sublots is not required. If any pavement areas are ground, these areas shall be retested immediately after grinding. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines. The transverse lines shall be 25 feet or less apart, as directed. The longitudinal lines shall be at the centerline of each paving lane for lines less than 20 feet and at the third points for lanes 20 feet or greater. Other areas having obvious deviations shall also be tested. Longitudinal testing lines shall be continuous across all joints.

a. Straightedge Testing. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points.

b. Profilograph Testing. Profilograph testing shall be performed using approved equipment and procedures described in CDT Test 526. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must-grind" bumps and the Profile Index for the pavement. The "blanking band" shall be 0.2 inches wide and the "bump template" shall span 1 inch with an offset of 0.4 inch. The profilograph shall be operated by an approved, factory-trained operator on the alignments specified above. A copy of the reduced tapes shall be furnished the Government at the end of each day's testing.

3.10.8.3 Payment Adjustment for Smoothness

a. Straightedge Testing. Location and deviation from straightedge for all measurements shall be recorded. When between 5.0 and 10.0 percent of all measurements made within a lot exceed the tolerance specified in paragraph Smoothness Requirements above, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on surface smoothness, will be 95 percent. When more than 10.0 percent of all measurements exceed the tolerance, the computed pay factor will be 90 percent. When between 15.0 and 20.0 percent of all measurements exceed the tolerance, the computed pay factor will be 75 percent. When 20.0 percent or more of the measurements exceed the tolerance, the lot shall be removed and replaced at no additional cost to the Government. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 50 percent, shall be corrected by

diamond grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the Government.

b. Profilograph Testing. Location and data from all profilograph measurements shall be recorded. When the Profile Index of a lot exceeds the tolerance specified in paragraph Smoothness Requirements above by 1.0 inch/mile, but less than 2.0 inches/mile, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on surface smoothness will be 95 percent. When the Profile Index exceeds the tolerance by 2.0 inches/mile, but less than 3.0 inches/mile, the computed pay factor will be 90 percent. When the Profile Index exceeds the tolerance by 3.0 inches/mile, but less than 4.0 inches/mile, the computed pay factor will be 75 percent. When the Profile Index exceeds the tolerance by 4.0 inches/mile or more, the lot shall be removed and replaced at no additional cost to the Government. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 5.0 inches/mile or more, shall be corrected by grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the Government.

c. Bumps ("Must Grind" Areas). Any bumps ("must grind" areas) shown on the profilograph trace which exceed 0.4 inch in height shall be reduced by diamond grinding until they do not exceed 0.3 inch when retested. Such grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. The following will not be permitted: (1) skin patching for correcting low areas, (2) planing or milling for correcting high areas. At the Contractor's option, pavement areas, including ground areas, may be rechecked with the profilograph in order to record a lower Profile Index.

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SECTION 02748A

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01/98

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SECTION 02748A

BITUMINOUS TACK AND PRIME COATS
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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 40	(1978; R 1996) Sampling Bituminous Materials

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 140	(200) Sampling Bituminous Materials
ASTM D 2995	(1999) Determining Application Rate of Bituminous Distributors

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Sampling and Testing

Copies of all test results for bituminous materials, within 24 hours of completion of tests. Certified copies of the manufacturer's test reports indicating compliance with applicable specified requirements, not less than 30 days before the material is required in the work.

1.3 PLANT, EQUIPMENT, MACHINES AND TOOLS

1.3.1 General Requirements

Plant, equipment, machines and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times.

1.3.2 Bituminous Distributor

The distributor shall have pneumatic tires of such size and number to prevent rutting, shoving or otherwise damaging the base surface or other layers in the pavement structure. The distributor shall be designed and equipped to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates with an allowable variation from the specified rate of not more than plus or minus 5 percent, and at variable widths. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.3.3 Power Brooms and Power Blowers

Power brooms and power blowers shall be suitable for cleaning the surfaces to which the bituminous coat is to be applied.

1.4 WEATHER LIMITATIONS

Bituminous coat shall be applied only when the surface to receive the bituminous coat is dry. Bituminous coat shall be applied only when the atmospheric temperature in the shade is 50 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application.

PART 2 PRODUCTS

2.1 TACK COAT

Emulsified asphalt conforming to the requirements of ASTM D 977, designation SS-1 or SS-1h; or cationic emulsified asphalt conforming to the requirements of ASTM D 2397; designation CSS-1 or CSS-1h.

2.2 PRIME COAT

ASTM D 2027, designation MC-30 or MC-70, at the Contractor's option, except that only MC-30 shall be used on dense graded base courses if MC-70 does not adequately penetrate the base course material; cationic emulsified asphalt conforming to the requirements of ASTM D 2397, designation CMS-2, CSS-1 or CSS-1h, or emulsified asphalt conforming to the requirements of ASTM D 977, designation MS-2, SS-1 or SS-1h.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACE

Immediately before applying the bituminous coat, all loose material, dirt, clay, or other objectionable material shall be removed from the surface to be treated. The surface shall be dry and clean at the time of treatment.

3.2 APPLICATION RATE

The exact quantities within the range specified, which may be varied to suit field conditions, will be determined by the Contracting Officer.

3.2.1 Tack Coat

Bituminous material for the tack coat shall be applied in quantities of not less than 0.05 gallon nor more than 0.15 gallon per square yard of pavement surface.

3.2.2 Prime Coat

Bituminous material for the prime coat shall be applied in quantities of not less than 0.15 gallon nor more than 0.40 gallon per square yard of pavement surface.

3.3 APPLICATION TEMPERATURE

3.3.1 Viscosity Relationship

Asphalt application temperature shall provide an application viscosity between 10 and 60 seconds, Saybolt Furol, or between 20 and 120 centistokes, kinematic. The temperature viscosity relation shall be furnished to the Contracting Officer.

3.3.2 Temperature Ranges

The viscosity requirements shall determine the application temperature to be used. The following is a normal range of application temperatures:

Liquid Asphalts

MC-30	85-190 degrees F
MC-70	120-225 degrees F

Emulsions

SS-1	70-160 degrees F
SS-1h	70-160 degrees F
CSS-1	70-160 degrees F
CSS-1h	70-160 degrees F

*These temperature ranges exceed the flash point of the material and care should be taken in their heating.

3.4 APPLICATION

3.4.1 General

Following preparation and subsequent inspection of the surface, the bituminous coat shall be applied at the specified rate with uniform distribution over the surface to be treated. All areas and spots missed by the distributor shall be properly treated with the hand spray. Until the succeeding layer of pavement is placed, the surface shall be maintained by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, clean dry sand shall be spread to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment shall be permitted within 25 feet of heating, distributing, and

transferring operations of bituminous material other than bituminous emulsions. All traffic, except for paving equipment used in constructing the surfacing, shall be prevented from using the underlying material, whether primed or not, until the surfacing is completed. The bituminous coat shall conform to all requirements as described herein.

3.4.2 Prime Coat

The prime coat will be required if it will be at least seven days before a the surfacing (Asphalt cement hot mix concrete)layer is constructed on the underlying (base course, etc)compacted material. The type of liquid asphalt and application rate will be as specified herein. The Contractor shall protect the underlying from any damage (water, traffic, etc.) until the surfacing is placed. If the Contractor places the surfacing within seven days, the choice of protection measures or actions to be taken is at the Contractor's option. Damage to the underlying material caused by lack of, or inadequate, protection shall be repaired (recompacted or replaced) by approved methods at no additional cost to the Government. If the Contractor options to use the prime coat, it shall be applied as soon as possible after consolidation of the underlying material. To obtain uniform application of the prime coat on the surface treated at the junction of previous and subsequent applications, building paper shall be spread on the surface for a sufficient distance back from the ends of each application to start and stop the prime coat on the paper. Immediately after application, the building paper shall be removed and destroyed.

3.4.3 Tack Coat

Tack coat shall be applied at the locations shown on the drawings.

3.5 CURING PERIOD

Following application of the bituminous material and prior to application of the succeeding layer of pavement, the bituminous coat shall be allowed to cure and to obtain evaporation of any volatiles or moisture. Prime coat shall be allowed to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course.

3.6 FIELD QUALITY CONTROL

Samples of the bituminous material used shall be obtained by the Contractor as directed, under the supervision of the Contracting Officer. The sample may be retained and tested by the Government at no cost to the Contractor.

3.7 SAMPLING AND TESTING

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. No work requiring testing will be permitted until the facilities have been inspected and approved.

3.7.1 Sampling

The samples of bituminous material, unless otherwise specified, shall be in accordance with ASTM D 140 or AASHTO T 40. Sources from which bituminous materials are to be obtained shall be selected and notification furnished

the Contracting Officer within 15 days after the award of the contract.

3.7.2 Calibration Test

The Contractor shall furnish all equipment, materials, and labor necessary to calibrate the bituminous distributor. Calibration shall be made with the approved job material and prior to applying the bituminous coat material to the prepared surface. Calibration of the bituminous distributor shall be in accordance with ASTM D 2995.

3.7.3 Trial Applications

Before providing the complete bituminous coat, three lengths of at least 100 feet for the full width of the distributor bar shall be applied to evaluate the amount of bituminous material that can be satisfactorily applied.

3.7.3.1 Tack Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous tack coat materials shall be applied in the amount of 0.05 gallons per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

3.7.3.2 Prime Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous materials shall be applied in the amount of 0.25 gallon per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

3.7.4 Sampling and Testing During Construction

Quality control sampling and testing shall be performed as required in paragraph FIELD QUALITY CONTROL.

-- End of Section --

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SECTION 02754A

CONCRETE PAVEMENTS FOR SMALL PROJECTS
07/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 301	(1999) Standard Specifications for Structural Concrete
ACI 305R	(1999) Hot Weather Concreting

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	(2000) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 31/C 31M	(2000) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1999ael) Concrete Aggregates
ASTM C 39/C 39M	(1999) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 94/C 94M	(2000) Ready-Mixed Concrete
ASTM C 123	(1998) Lightweight Particles in Aggregate
ASTM C 143/C 143M	(2000) Slump of Hydraulic Cement Concrete
ASTM C 150	(1999a) Portland Cement
ASTM C 192/C 192M	(2000) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1997el) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(2000) Air-Entraining Admixtures for

	Concrete
ASTM C 494/C 494M	(1999a) Chemical Admixtures for Concrete
ASTM C 618	(2000) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 666	(1997) Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 881	(1999) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C 1077	(1998) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 1751	(1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 130	(1989) Scratch Hardness of Coarse Aggregate Particles
COE CRD-C 300	(1990) Specifications for Membrane-Forming Compounds for Curing Concrete

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA CPMB 100	(1996) Concrete Plant Standards

1.2 SYSTEM DESCRIPTION

This section is intended to stand alone for construction of concrete (rigid) pavement. However, where the construction covered herein interfaces with other sections, the construction at each interface shall conform to the requirements of both this section and the other section, including tolerances for both.

1.3 ACCEPTABILITY OF WORK

The pavement will be accepted on the basis of tests made by the Government and by the Contractor or its suppliers, as specified herein. The Government may, at its discretion, make check tests to validate the results of the Contractor's testing. Concrete samples shall be taken by the Contractor at the placement to determine the slump, air content, and strength of the concrete. Test cylinders shall be made for determining conformance with the strength requirements of these specifications and, when required, for determining the time at which pavements may be placed into service. All air content measurements shall be determined in accordance with ASTM C 231. All slump tests shall be made in accordance with ASTM C 143/C 143M. All test cylinders shall be 6 by 12 inch cylinders and shall be fabricated in accordance with ASTM C 192/C 192M, using only steel molds, cured in accordance with ASTM C 31/C 31M, and

tested in accordance with ASTM C 39/C 39M. 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. The Contractor shall furnish all materials, labor, and facilities required for molding, curing, testing, and protecting test specimens at the site and in the laboratory.

1.3.1 Evaluation Sampling

Sampling, testing, and mixture proportioning shall be performed by a commercial Testing Laboratory, conforming with ASTM C 1077. The individuals who sample and test concrete and concrete constituents shall be certified as American Concrete Institute (ACI) Concrete Field Testing Technicians, Grade I. The individuals who perform the inspection of concrete shall be certified as ACI Concrete Construction Inspector, Level II. All mix design, weekly quality control reports, smoothness reports, and project certification reports shall be signed by a Registered Engineer.

1.3.2 Surface Testing

Surface testing for surface smoothness , edge slump and plan grade shall be performed as indicated below by the Testing Laboratory. The measurements shall be properly referenced in accordance with paving lane identification and stationing, and a report given to the Government within 24 hours after measurement is made. A final report of surface testing, signed by a Registered Engineer, containing all surface measurements and a description of all actions taken to correct deficiencies, shall be provided to the Government upon conclusion of surface testing.

1.3.2.1 Surface Smoothness Requirements

The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 1 when checked with the straightedge.

TABLE 1
STRAIGHTEDGE SURFACE SMOOTHNESS--PAVEMENTS

Pavement Category	Direction of Testing	Tolerances inches
Runways and Taxiways	Longitudinal	1/8
	Transverse	1/4
Roads and Streets	Longitudinal	3/16
	Transverse	1/4

1.3.2.2 Surface Smoothness Testing Method

The surface of the pavement shall be tested with the straightedge to identify all surface irregularities exceeding the tolerances specified above. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines approximately 15 feet apart. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by

placing the straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface, in the area between these two high points.

1.3.3 Edge Slump Testing and Conformance

When slip-form paving is used, not more than 15 percent of the total free edge of any 10 inch or thicker slab of the slipformed portion of the pavement, shall have an edge slump exceeding 1/4 inch and no slab shall have an edge slump exceeding 3/8 inch. Edge slump shall be determined as above for surface smoothness, at each free edge of each slipformed paving lane constructed. Measurements shall be made at 5 to 15 foot spacings, and as directed. When edge slump exceeding the limits specified above is encountered on either side of the paving lane, additional straightedge measurements shall be made, if required, to define the linear limits of the excessive slump. The concrete for the entire width of the paving lane within these limits of excessive edge slump shall be removed and replaced. Adding concrete or paste to the edge or otherwise manipulating the plastic concrete after the sliding form has passed, or patching the hardened concrete, shall not be used as a method for correcting excessive edge slump.

1.3.4 Plan Grade Testing and Conformance

The finished surface of the pavements shall conform, within the tolerances shown in Table 1, to the lines, grades, and cross sections shown. The finished surface of new abutting pavements shall coincide at their juncture. The finished surface of airfield runway, taxiway, and apron pavements shall vary not more than 0.04 foot above or below the plan grade line or elevation indicated. The surfaces of other pavements shall vary not more than 0.06 foot above or below the plan grade line or elevation indicated. Each pavement category shall be checked by the Contractor for conformance with plan grade requirements by running lines of levels at intervals to determine the elevation at each joint intersection.

1.4 PRECONSTRUCTION TESTING OF MATERIALS

The Contractor shall not be entitled to any additional payment or extension of time because of delays caused by sampling and testing additional sources, or samples, necessitated by failure of any samples. Aggregates shall be sampled and tested by the Test Laboratory and shall be representative of the materials to be used for the project. Test results, signed by a Registered Engineer, shall be submitted 45 days before commencing paving. No aggregate shall be used unless test results show that it meets all requirements of these specifications, including compliance with ASTM C 33 and deleterious materials limitations.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment;

Manufacturer's literature on the concrete plant; mixing equipment; hauling equipment; placing and finishing, and curing equipment; at least 7 days prior to start of paving.

Paving;

Paving Schedules at least 7 days prior to start of paving.

Mixture Proportions; G-DO

The report of the Contractor's mixture proportioning studies showing the proportions of all ingredients and supporting information on aggregate and other materials that will be used in the manufacture of concrete, at least 14 days prior to commencing concrete placing operations.

1.6 EQUIPMENT

1.6.1 Batching and Mixing

The batching plant shall conform to NRMCA CPMB 100, the equipment requirements in ASTM C 94/C 94M, and as specified. Water shall not be weighed or measured cumulatively with another ingredient. All concrete materials batching shall meet ASTM C 94/C 94M requirements. Mixers shall be stationary mixers . Truck mixers shall not be used for mixing paving concrete. Batching, mixers, mixing time, permitted reduction of mixing time, and concrete uniformity shall meet the requirements of ASTM C 94/C 94M, and shall be documented in the initial weekly QC Report.

1.6.2 Transporting Equipment

Transporting equipment shall be in conformance with ASTM C 94/C 94M and as specified herein. Concrete shall be transported to the paving site in rear-dump trucks, in truck mixers designed with extra large blading and rear opening specifically for low slump concrete, or in agitators. Bottom-dump trucks shall not be used for delivery of concrete.

1.6.3 Delivery Equipment

When concrete transport equipment cannot operate on the paving lane, side-delivery transport equipment consisting of self-propelled moving conveyors shall be used to deliver concrete from the transport equipment and discharge it in front of the paver. Front-end loaders, dozers, or similar equipment shall not be used to distribute the concrete.

1.6.4 Paver-Finisher

The paver-finisher shall be a heavy-duty, self-propelled machine designed specifically for paving and finishing high quality pavement. The paver-finisher shall weigh at least 2200 lb./foot of lane width, and shall be powered by an engine having at least 6.0 horsepower per foot of lane width for pavements thicker than 10 inches. The paver-finisher shall spread, consolidate, and shape the plastic concrete to the desired cross section in one pass. The paver-finisher shall be equipped with a full width "knock-down" auger, capable of operating in both directions, which will evenly spread the fresh concrete in front of the screed or extrusion plate. Immersion vibrators shall be gang mounted at the front of the paver on a frame equipped with suitable controls so that all vibrators can be operated at any desired depth within the slab or completely withdrawn from

the concrete. The vibrators shall be automatically controlled so that they will be immediately stopped as forward motion of the paver ceases. The spacing of the immersion vibrators across the paving lane shall be as necessary to properly consolidate the concrete, but the clear distance between vibrators shall not exceed 30 inches, and the outside vibrators shall not exceed 12 inches from the edge of the lane. The paver-finisher shall be equipped with a transversely oscillating screed or an extrusion plate to shape, compact, and smooth the surface.

1.6.4.1 Paver-Finisher with Fixed Forms

The paver-finisher shall be equipped with wheels designed to ride the forms, keep it aligned with the forms, and to spread the preventing deformation of the forms.

1.6.4.2 Slipform Paver-Finisher

The slipform paver-finisher shall be automatically controlled and crawler mounted with padded tracks. Horizontal alignment shall be electronically referenced to a taut wire guideline. Vertical alignment shall be electronically referenced on both sides of the paver to a taut wire guideline, to an approved laser control system, or to a ski operating on a completed lane. Control from a slope-adjustment control or control operating from the underlying material shall not be used.

1.6.4.3 Other Types of Finishing Equipment

Clary screeds or other rotating tube floats will not be allowed on the project.

1.6.5 Curing Equipment

Equipment for curing is specified in paragraph CURING.

1.6.6 Texturing Equipment

Texturing equipment shall be as specified below.

1.6.6.1 Fabric Drag

A fabric drag shall consist of a piece of fabric material as wide as the lane width securely attached to a separate wheel mounted frame spanning the paving lane or to one of the other similar pieces of equipment. The material shall be wide enough to provide 12 to 18 inches dragging flat on the pavement surface. The fabric material shall be clean, reasonably new burlap, kept clean and saturated during use .

1.6.7 Sawing Equipment

Equipment for sawing joints and for other similar sawing of concrete shall be standard diamond-tip-bladed concrete saws mounted on a wheeled chassis.

1.6.8 Straightedge

The Contractor shall furnish and maintain at the job site one 12 foot straightedge for testing concrete surface smoothness. The straightedge shall be constructed of aluminum or magnesium alloy and shall have blades of box or box-girder cross section with flat bottom, adequately reinforced to insure rigidity and accuracy. Straightedges shall have handles for

operation on the pavement.

PART 2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

Cementitious materials shall be either portland cement, portland-pozzolan cement, or portland cement in combination with pozzolan and shall conform to appropriate specifications listed below.

2.1.1 Portland Cement

Portland cement shall conform to ASTM C 150 Type II, low-alkali or Type V, low-alkali.

2.1.2 Pozzolan (Fly Ash)

Fly ash shall conform to ASTM C 618 Class F, including all the supplementary optional physical requirements. Fly ash shall conform to EPA requirements in accordance with Section 01670 RECYCLED / RECOVERED MATERIALS.

2.2 AGGREGATES

Aggregates shall consist of clean, hard, uncoated particles meeting the requirements of ASTM C 33, including deleterious materials, abrasion loss and soundness requirements of ASTM C 33, and other requirements specified herein. Aggregate not having a satisfactory demonstrable service record shall have a durability factor of 50 or more when subjected to freezing and thawing in concrete in accordance with ASTM C 666.

In addition to the grading requirements specified for coarse aggregate and for fine aggregate, the combined aggregate grading shall meet the following requirements.

a. If necessary, a blending aggregate shall be used to meet the required combined grading. This blending aggregate shall be batched separately. The combined grading of all aggregates used, in the proportions selected, shall be computed on the basis of cumulative percent retained on each sieve specified for fine and coarse aggregate.

b. The materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (W) are plotted on a diagram as described in d. below, the point thus determined shall fall within the parallelogram described therein.

c. The Coarseness Factor (CF) shall be determined from the the following equation:

CF = (cumulative percent retained on the 3/8 in. sieve)(100)/(cumulative percent retained on the No. 8 sieve)

The Workability Factor (W) is defined as the cumulative percent passing the No. 8 sieve. However, W shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds of cementitious material per cubic yard greater than 564 pounds per cubic yard.

d. A diagram shall be plotted using a rectangular scale with W on the

Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, W-28), (CF-75, W-40), (CF-45, W-32.5), and (CF-45, W-41). If the point determined by the intersection of the computed CF and W does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed as necessary.

e. In addition, the individual percent retained on each sieve shall be plotted for the combined aggragate grading, on either rectangular or semi-log graph paper. The graph shall show a relative smooth transition between coarse and fine aggregate and shall have no major valleys or peaks in the area smaller than the No. 8 sieve. If this plot does not meet the above criteria, the grading of each size aggregate used and the proportions selected shall be changed as necessary.

2.2.1 Coarse Aggregate

Coarse aggregate shall consist of crushed gravel, crushed stone, or a combination thereof. The nominal maximum size of the coarse aggregate shall be 1-1/2 inches. When the nominal maximum size is greater than 1 inch, the aggregates shall be furnished in two ASTM C 33 size groups, No. 67 and No. 4. The amount of deleterious material in each size of coarse aggregate shall not exceed the limits shown in ASTM C 33 Class 1N, 4M or 4S, depending on the weathering region, and the following limits:

a. Lightweight particles 1.0 max. percent by mass (ASTM C 123).

b. Other soft particles 2.0 max. percent by mass (COE CRD-C 130).

c. Total of all deleterious 5.0 max. percent by mass (substances listed in ASTM C 33 and above, exclusive of material finer than No. 200 sieve).

d. The separation medium for lightweight particles shall have a density of Sp. Gr. of 2.0.

2.2.2 Fine Aggregate

Fine aggregate shall consist of natural sand, manufactured sand, or a combination of the two, and shall be composed of clean, hard, durable particles. All fine aggregate shall be composed of clean, hard, durable particles meeting the requirements of ASTM C 33 and the requirements herein. The amount of deleterious material in the fine aggregate shall not exceed the limits in ASTM C 33and shall not exceed the following limits:

a. Lightweight particles (ASTM C 123) 1.0 percent max. by mass using a medium with a density of Sp. Gr. of 2.0.

b. The total of all deleterious material types, listed in ASTM C 33 and above, shall not exceed 3.0 percent of the mass of the fine aggregate.

2.3 CHEMICAL ADMIXTURES

Air-entraining admixture shall conform to ASTM C 260. An accelerator shall be used only when specified in paragraph SPECIFIED CONCRETE STRENGTH AND

OTHER PROPERTIES and shall not be used to reduce the amount of cementitious material used. Accelerator shall conform to ASTM C 494/C 494M Type C. Calcium chloride and admixtures containing calcium chloride shall not be used. A water-reducing or retarding admixture shall meet the requirements of ASTM C 494/C 494M. Type G or H admixtures are not allowed.

2.4 CURING MATERIALS

Membrane forming curing compound shall be a white pigmented compound conforming to COE CRD-C 300. Burlap shall be new or shall be clean material never used for anything other than curing concrete.

2.5 WATER

Water for mixing and curing shall be clean, potable, and free of injurious amounts of oil, acid, salt, or alkali.

2.6 JOINT MATERIALS

2.6.1 Expansion Joint Material

Expansion joint filler shall be a preformed material conforming to ASTM D 1751 . Expansion joint filler shall be 3/4 inch thick.

2.7 REINFORCING

2.7.1 General

Reinforcing bars shall conform to ASTM A 615/A 615M Grade 60. Bar mats shall conform to ASTM A 184/A 184M. Reinforcement shall be free from loose, flaky rust, loose scale, oil, grease, mud, or other coatings that might reduce the bond with concrete.

2.8 DOWELS AND TIE BARS

2.8.1 Dowels

Dowels shall be single piece, plain (non-deformed) steel bars conforming to ASTM A 615/A 615M Grade 60 or higher. Dowels shall be free of loose, flaky rust and loose scale and shall be clean and straight.

2.8.2 Tie Bars

Tie bars shall be deformed steel bars conforming to ASTM A 615/A 615M Grade 60. Grade 60 or higher shall not be used for bars that are bent and straightened during construction.

2.9 EPOXY RESIN

All epoxy-resin materials shall be two-component materials conforming to 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.

b. Material for use as patching for complete filling of spalls, wide cracks, and other voids and for use in preparing epoxy resin

mortar shall be Type III, Grade as approved.

c. Material for injecting cracks shall be Type IV, Grade 1.

d. Material for bonding freshly mixed portland cement concrete, mortar, or freshly mixed epoxy resin concrete to hardened concrete shall be Type V, Grade as approved.

2.10 SPECIFIED CONCRETE STRENGTH AND OTHER PROPERTIES

Specified compressive strength, f'c, for concrete is 5500 psi at 28 days. Maximum allowable water-cementitious material ratio is 0.45 . The water-cementitious material ratio is based on absolute volume equivalency, where the ratio is determined using the weight of cement for a cement only mix, or using the total volume of cement plus pozzolan converted to an equivalent weight of cement by the absolute volume equivalency method described in ACI 211.1. The concrete shall be air-entrained with a total air content of 6 plus or minus 1 percent. The maximum allowable slump of the concrete shall be 3 inches for pavement constructed with fixed forms. For slipformed pavement, the maximum allowable slump shall be 1-1/4 inches. 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. 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.

2.11 MIXTURE PROPORTIONS

2.11.1 Composition Concrete

Composition concrete shall be composed of cementitious material, water, fine and coarse aggregates, and admixtures. Fly ash, if used, shall be used only at a rate between 15 and 35 percent by mass of the total cementitious material . Admixtures shall consist of air entraining admixture and shall also include water-reducing admixture. The use of accelerator or retarder admixtures shall be subject to approval. High range water-reducing admixtures and admixtures to produce flowable concrete shall not be used. No substitutions shall be made in the materials used in the mixture proportions without additional tests to show that the quality of the concrete is satisfactory.

2.11.2 Concrete Mixture Proportioning Studies

Trial design batches, mixture proportioning studies, and testing shall be the responsibility of the Contractor, and shall be performed by the Test Laboratory and signed by a Registered Engineer. No concrete pavement shall be placed until the Contracting Officer has approved the Contractor's mixture proportions. All materials used in mixture proportioning studies shall be representative of those proposed for use on the project. If there is a change in materials, additional mixture design studies shall be made using the new materials. Trial mixtures having proportions, slumps, and air content suitable for the work shall be based on methodology described in ACI 211.1. At least three different water-cementitious ratios, which will produce a range of strength encompassing that required on the project, shall be used. Laboratory trial mixtures shall be proportioned for maximum permitted slump and air content. Maximum sand content shall be 40 percent of the total aggregate SSD weight. Aggregate quantities shall be based on

the mass in a saturated surface dry condition.

2.11.3 Mixture Proportioning Procedure

The Contractor shall perform the following:

a. Fabricate, cure and test 6 test cylinders per age for each mixture at 7 and 28 days.

b. Using the average strength for each w/(c+p), plot the results from each of the three mixtures on separate graphs for w/(c+p) versus 28-day strength.

c. From the graphs select a w/(c+p) which will produce a mixture giving a 28-day strength equal to the required strength determined in accordance with the following paragraph.

2.11.4 Average Strength Required for Mixtures

In order to ensure meeting, during production, the strength requirements specified, the mixture proportions selected shall produce a required average strength, f'cr, exceeding the specified strength, f'c, in accordance with procedures in Chapter 3 of ACI 301, "Proportioning."

PART 3 EXECUTION

3.1 CONDITIONING OF UNDERLYING MATERIAL

Underlying material, subbase course, upon which concrete is to be placed shall be clean, damp, and free from debris, waste concrete or cement, frost, ice, and standing or running water. After the underlying material has been prepared for concrete placement, no equipment shall be permitted thereon.

3.2 WEATHER LIMITATIONS

3.2.1 Hot Weather Paving

The temperature of concrete shall not exceed 90 degrees F. Steel forms, dowels and reinforcing shall be cooled prior to concrete placement when steel temperatures are greater than 120 degrees F.

3.2.2 Cold Weather Paving

The ambient temperature of the air at the placing site and the temperature of surfaces to receive concrete shall be not less 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F. 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, chemical admixture conforming to ASTM C 494/C 494M Type C or E may be used provided it contains no calcium chloride. Calcium chloride shall not be used at any time. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period. Pavement damaged by freezing shall be completely removed and replaced at the Contractor's expense as specified in paragraph, REPAIR, REMOVAL, AND REPLACEMENT OF SLABS.

3.3 CONCRETE PRODUCTION

3.3.1 General Requirements

Concrete shall be deposited in front of the paver within 45 minutes from the time cement has been charged into the mixing drum, except that if the ambient temperature is above 90 degrees F, the time shall be reduced to 30 minutes. Every load of concrete delivered to the paving site shall be accompanied by a batch ticket from the operator of the batching plant. Tickets shall show at least the mass, or volume, of all ingredients in each batch delivered, and the time of day. Tickets shall be delivered to the placing foreman who shall keep them on file and deliver them to the Government daily.

3.3.2 Transporting and Transfer-Spreading Operations

Non-agitating equipment shall be used only on smooth roads and for haul time less than 15 minutes. No equipment shall be allowed to operate on the prepared and compacted underlying material in front of the paver-finisher.

3.4 PAVING

Pavement shall be constructed with paving and finishing equipment utilizing fixed forms and/or slipforms.

3.4.1 Consolidation

The paver vibrators shall be inserted into the concrete not closer to the underlying material than 2 inches. The vibrators or any tamping units in front of the paver shall be automatically controlled so that they shall be stopped immediately as forward motion ceases. Excessive vibration shall not be permitted. Concrete in small, odd-shaped slabs or in locations inaccessible to the paver mounted vibration equipment shall be vibrated with a hand-operated immersion vibrator. Vibrators shall not be used to transport or spread the concrete.

3.4.2 Operation

When the paver is operated between or adjacent to previously constructed pavement (fill-in lanes), provisions shall be made to prevent damage to the previously constructed pavement, including keeping the existing pavement surface free of any debris, and placing rubber mats beneath the paver tracks. Transversely oscillating screeds and extrusion plates shall overlap the existing pavement the minimum possible, but in no case more than 8 inches.

3.4.3 Required Results

The paver-finisher shall be operated to produce a thoroughly consolidated slab throughout, true to line and grade within specified tolerances. The paver-finishing operation shall produce a surface finish free of irregularities, tears, voids of any kind, and any other discontinuities. It shall produce only a very minimum of paste at the surface. Multiple passes of the paver-finisher shall not be permitted. The equipment and its operation shall produce a finished surface requiring no hand finishing, other than the use of cutting straightedges, except in very infrequent instances. No water, other than true fog sprays (mist), shall be applied to the concrete surface during paving and finishing.

3.4.4 Fixed Form Paving

Forms shall be steel, except that wood forms may be used for curves having a radius of 150 feet or less, and for fillets. Forms may be built up with metal or wood, added only to the base, to provide an increase in depth of not more than 25 percent. The base width of the form shall be not less than eight-tenths of the vertical height of the form, except that forms 8 inches or less in vertical height shall have a base width not less than the vertical height of the form. Wood forms for curves and fillets shall be adequate in strength and rigidly braced. Forms shall be set on firm material cut true to grade so that each form section when placed will be firmly in contact with the underlying layer for its entire base. Forms shall not be set on blocks or on built-up spots of underlying material. Forms shall remain in place at least 12 hours after the concrete has been placed. Forms shall be removed without injuring the concrete.

3.4.5 Slipform Paving

The slipform paver shall shape the concrete to the specified and indicated cross section in one pass, and shall finish the surface and edges so that only a very minimum amount of hand finishing is required. Dowels shall not be installed by dowel inserters attached to the paver or by any other means of inserting the dowels into the plastic concrete.

3.4.6 Placing Reinforcing Steel

Reinforcement shall be positioned on suitable chairs securely fastened to the subgrade prior to concrete placement, or may be placed on an initial layer of consolidated concrete, with the subsequent layer placed within 30 minutes of the first layer placement.

3.4.7 Placing Dowels and Tie Bars

Dowels shall be installed with alignment not greater than 1/8 inch per ft. Except as otherwise specified below, location of dowels shall be within a horizontal tolerance of plus or minus 5/8 inch and a vertical tolerance of plus or minus 3/16 inch. The portion of each dowel intended to move within the concrete or expansion cap shall be painted with one coat of rust inhibiting primer paint, and then oiled just prior to placement. Dowels and tie bars in joints shall be omitted when the center of the dowel or tie bar is located within a horizontal distance from an intersecting joint equal to or less than one-fourth of the slab thickness.

3.4.7.1 Contraction Joints

Tie bars in longitudinal contraction joints within the paving lane shall be held securely in place by means of rigid metal basket assemblies. The tie bars shall be welded to the assembly or held firmly by mechanical locking arrangements that will prevent them from becoming distorted during paving operations. The basket assemblies shall be held securely in the proper location by means of suitable anchors.

3.4.7.2 Construction Joints-Fixed Form Paving

Installation of dowels and tie bars shall be by the bonded-in-place method, supported by means of devices fastened to the forms. Installation by removing and replacing in preformed holes will not be permitted.

3.4.7.3 Dowels Installed in Hardened Concrete

Installation shall be by bonding the dowels into holes drilled into the hardened concrete. Holes approximately 1/8 inch greater in diameter than the dowels shall be drilled into the hardened concrete. Dowels shall be bonded in the drilled holes using epoxy resin injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel shall not be permitted. The dowels 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 dowel. The vertical alignment of the dowels shall be checked by placing the straightedge on the surface of the pavement over the top of the dowel and measuring the vertical distance between the straightedge and the beginning and ending point of the exposed part of the dowel. Where tie bars are required in longitudinal construction joints of slipform pavement, bent tie bars shall be installed at the paver, in front of the transverse screed or extrusion plate. Tie bars shall not be installed in preformed holes. Before placement of the adjoining paving lane, the tie bars shall be straightened, without spalling the concrete around the bar.

3.5 FINISHING

Clary screeds, "bridge deck" finishers, or other rotating pipe or tube type equipment shall not be permitted. The sequence of machine operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, texturing, and then edging of joints. Hand finishing shall be used only infrequently and only on isolated areas of odd slab shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Equipment to be used for supplemental hand finishing shall primarily be 10 to 12 feet cutting straightedges; only very sparing use of bull floats shall be allowed. At no time shall water be added to the surface of the slab in any way, except for fog (mist) sprays to prevent plastic shrinkage cracking.

3.5.1 Machine Finishing With Fixed Forms

The machine shall be designed to ride the forms. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

3.5.2 Machine Finishing With Slipform Pavers

If there is sufficient concrete slurry or fluid paste on the surface that it runs over the edge of the pavement, the paving operation shall be immediately stopped and the equipment, mixture, or operation modified to prevent formation of such slurry. Any slurry which does run down the vertical edges shall be immediately removed. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

3.5.3 Surface Correction

While the concrete is still plastic, irregularities and marks in the

pavement surface shall be eliminated by means of cutting straightedges, 10 to 12 feet in length. Depressions shall be filled with freshly mixed concrete, struck off, consolidated, and refinished. Projections above the required elevation shall also be struck off and refinished. Long-handled, flat "bull floats" shall be used sparingly and only as necessary to correct minor, scattered surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished.

3.5.4 Hand Finishing

Hand finishing operations shall be used only for those unusual slabs as specified previously. Grate tampers (jitterbugs) shall not be used. As soon as placed and vibrated, the concrete shall be struck off and screeded. The surface shall be tamped with a strike-off and tamping screed, or vibratory screed. Immediately following the final tamping of the surface, the pavement shall be floated longitudinally. Long-handled, flat bull floats shall be used sparingly and only as necessary to correct surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished. No water shall be added to the pavement during finishing operations.

3.5.5 Texturing

Before the surface sheen has disappeared and before the concrete hardens, the surface of the pavement shall be given a texture as described herein. Following initial texturing on the first day of placement, the Placing Foreman, Contracting Officer representative, and a representative of the Using Agency shall inspect the texturing for compliance with design requirements. After curing is complete, all textured surfaces shall be thoroughly power broomed to remove all debris. The concrete in areas of recesses for tie-down anchors, lighting fixtures, and other outlets in the pavement shall be finished to provide a surface of the same texture as the surrounding area.

3.5.5.1 Fabric-Drag Surface Finish

Surface texture shall be applied by dragging the surface of the pavement, in the direction of the concrete placement, with a moist fabric drag. The dragging shall produce a uniform finished surface having a fine sandy texture without disfiguring marks.

3.5.6 Edging

The edges of slipformed lanes shall not be edged. After texturing has been completed, the edge of the slabs along the forms shall be carefully finished with an edging tool to form a smooth rounded surface of 1/8 inch radius. No water shall be added to the surface during edging.

3.6 CURING

Concrete shall be continuously protected against loss of moisture and rapid temperature changes for at least 7 days from the completion of finishing operations. Unhardened concrete shall be protected from rain and flowing water. During hot weather with low humidity and/or wind, the Contractor shall institute measures to prevent plastic shrinkage cracks from developing. ACI 305R contains means of predicting plastic shrinkage cracking and preventative measures. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin after the concrete hardens.

Plastic shrinkage cracks shall never be troweled over or filled with slurry. Curing shall be accomplished by one of the following methods.

3.6.1 Membrane Curing

A uniform coating of white-pigmented membrane-forming curing compound shall be applied to the entire exposed surface of the concrete including pavement edges as soon as the free water has disappeared from the surface after finishing. If evaporation is high and no moisture is present on the surface even though bleeding has not stopped, fog sprays shall be used to keep the surface moist until setting of the cement occurs. Curing compound shall then be immediately applied. Curing compound shall be applied to the finished surfaces by means of a self-propelled automatic spraying machine, equipped with multiple spraying nozzles with wind shields, spaning the newly paved lane. The curing compound shall be applied at a maximum application rate of 200 square feet per gallon. The application of curing compound by hand-operated, mechanical powered pressure sprayers will be permitted only on odd widths or shapes of slabs where indicated and on concrete surfaces exposed by the removal of forms. The compound shall form a uniform, continuous, cohesive film that will not check, crack, or peel and that will be free from pinholes and other discontinuities. Areas where the curing compound develops the above defects or is damaged by heavy rainfall, sawing or other construction operations within the curing period, shall be immediately resprayed.

3.6.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Impervious sheet curing shall not be used.

3.7 JOINTS

No deviation from the jointing pattern shown on the drawings shall be made without written approval of the Design District Pavement or Geotechnical Engineer. All joints shall be straight, perpendicular to the finished grade of the pavement, and continuous from edge to edge or end to end of the pavement with no abrupt offset and no gradual deviation greater than 1/2 inch.

3.7.1 Longitudinal Construction Joints

Dowels or tie bars shall be installed in the longitudinal construction joints.

3.7.2 Transverse Construction Joints

Transverse construction joints shall be installed at a planned transverse joint, at the end of each day's placing operations and when concrete placement is interrupted. Transverse construction joints shall be constructed either by utilizing headers and hand placement and finishing techniques, or by placing concrete beyond the transverse construction joint location and then saw cutting full depth and removing concrete back to the transverse construction joint location. For the latter case, dowels shall be installed using methods for dowels installed in hardened concrete described above. All transverse construction joints shall be dowelled.

3.7.3 Expansion Joints

Expansion joints shall be formed where indicated, and about any structures and features that project through or into the pavement, using preformed joint filler of the type, thickness, and width indicated, and shall extend the full slab depth. Edges of the concrete at the joint face shall be edged. The joint filler strips shall be installed to form a recess at the pavement surface to be filled with joint sealant. Expansion joints shall be constructed with thickened edges for load transfer.

3.7.4 Contraction Joints

Transverse and longitudinal contraction joints shall be of the weakened-plane or dummy type. Longitudinal contraction joints shall be constructed by sawing a groove in the hardened concrete with a power-driven saw. Transverse contraction joints shall be constructed in conformance with requirements for sawed joints .

3.7.4.1 Sawed Joints

Sawed contraction joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the indicated depth. The time of initial sawing shall vary depending on existing and anticipated weather conditions and shall be such as to prevent uncontrolled cracking of the pavement. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting the concrete without chipping, spalling, or tearing. The joints shall be sawed at the required spacing consecutively in the sequence of the concrete placement. Sawing at a given joint location shall be discontinued when a crack develops ahead of the saw cut. Immediately after the joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly flushed with water until all waste from sawing is removed from the joint. The surface shall be resprayed with curing compound as soon as free water disappears. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed with cord or backer rod before the concrete in the region of the joint is resprayed with curing compound.

3.7.5 Thickened Edge Joints

Underlying material in the transition area shall meet the requirements for smoothness and compaction specified for all other areas of the underlying material.

3.8 REPAIR, REMOVAL, AND REPLACEMENT OF SLABS

New pavement slabs that contain full-depth cracks shall be removed and replaced, as specified herein at no cost to the Government. Removal and replacement shall be full depth, shall be full width of the paving lane, and the limit of removal shall be from each original transverse joint . The Contracting Officer will determine whether cracks extend full depth of the pavement and may require minimum 6 inch diameter cores to be drilled on the crack to determine depth of cracking. Cores shall be drilled and the hole later filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin. Drilling of cores and refilling holes shall be at no expense to the Government. Cracks that do not extend full depth of slab shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1. The Contractor shall ensure that the crack is not widened during epoxy resin injection. Where a full depth crack intersects the original transverse joint, the slab(s)

containing the crack shall be removed and replaced, with dowels installed, as required below. Spalls along joints shall be repaired as specified.

3.8.1 Removal and Replacement of Full Slabs

Unless there are keys or dowels present, all edges of the slab shall be sawcut full depth. If keys, dowels, or tie bars are present along any edges, these edges shall be sawed full depth 6 inches from the edge if only keys are present, or just beyond the end of dowels or tie bars if they are present. These joints shall then be carefully sawed on the joint line to within 1 inch of the depth of the dowel or key. The main slab shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. The narrow strips along keyed or doweled edges shall be carefully broken up and removed. Care shall be taken to prevent damage to the dowels, tie bars, or keys or to concrete to remain in place. Protruding portions of dowels shall be painted and lightly oiled. The joint face below keys or dowels shall be suitably trimmed so that there is no abrupt offset. If underbreak occurs at any point along any edge, the area shall be hand-filled with concrete, producing an even joint face from top to bottom, before replacing the removed slab. If underbreak over 4 inches deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels, tie bars, or keys on an edge, or where they have been damaged, dowels of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete. Original damaged dowels or tie bars shall be cut off flush with the joint face. All four edges of the new slab shall thus contain dowels or original keys or original tie bars. Prior to placement of new concrete, the underlying material shall be graded and recompacted, and the surfaces of all four joint faces shall be cleaned of all loose material and contaminants, and coated with a double application of membrane forming curing compound as bond breaker. Placement of concrete shall be as specified for original construction. The resulting joints around the new slab shall be prepared and sealed as specified.

3.8.2 Repairing Spalls Along Joints

Spalls along joints and cracks shall be repaired by first making a vertical saw cut at least 1 inch outside the spalled area and to a depth of at least 2 inches. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete. The cavity shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Prime coat for portland cement repairs shall be a neat cement grout and for epoxy resin repairs shall be epoxy resin, Type III, Grade 1. The cavity shall be filled with low slump portland cement concrete or mortar, or with epoxy resin concrete or mortar. Portland cement concrete shall be used for larger spalls, those more than 1/3 cu. ft. in size after removal operations; portland cement mortar shall be used for spalls between 0.03 and 1/3 cu. ft; and epoxy resin mortar or Type III, Grade 3 epoxy resin for those spalls less than 0.03 cu. ft. in size after removal operations. Portland cement concretes and mortars shall be very low slump mixtures, proportioned, mixed, placed, tamped, and cured. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions, mixing, placing, tamping and curing procedures as recommended by the manufacturer.

Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints. In lieu of sawing, spalls not adjacent to joints, and popouts, both less than 6 inches in maximum dimension, may be prepared by drilling a core 2 inches in diameter greater than the size of the defect, centered over the defect, and 2 inches deep or 1/2 inch into sound concrete, whichever is greater. The core hole shall be repaired as specified above for other spalls.

3.8.3 Areas Defective in Plan Grade or Smoothness

In areas not meeting the specified limits for surface smoothness and plan grade, high areas shall be reduced to attain the required smoothness and grade, except as depth is limited below. High areas shall be reduced by grinding the hardened concrete with a surface grinding machine after the concrete is 14 days or more old. The depth of grinding shall not exceed 1/4 inch. All pavement areas requiring plan grade or surface smoothness corrections in excess of the specified limits, shall be removed and replaced. All areas in which grinding has been performed will be subject to the thickness tolerances specified in paragraph Thickness. Any grinding performed on individual slabs with excessive deficiencies shall be performed at the Contractor's own decision without entitlement to additional compensation if eventual removal of the slab is required.

3.9 EXISTING CONCRETE PAVEMENT REMOVAL AND REPAIR

Existing concrete pavement shall be removed as indicated. Removal, repair and replacement shall be made as indicated and as specified in paragraph REPAIR, REMOVAL, AND REPLACEMENT OR SLABS.

3.10 PAVEMENT PROTECTION

The Contractor shall protect the pavement against all damage prior to final acceptance of the work. Traffic shall be excluded from the new pavement. As a construction expedient in paving intermediate lanes between newly paved pilot lanes, operation of the hauling equipment will be permitted on the new pavement after the pavement has been cured for 7 days and the joints have been sealed or otherwise protected. All new and existing pavement carrying construction traffic or equipment shall be continuously kept completely clean. Special cleaning and care shall be used where Contractor's traffic uses or crosses active airfield pavement.

3.11 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL (CQC)

Paragraph ACCEPTABILITY OF WORK contains additional CQC requirements. 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 submit reports as specified. When, in the opinion of the Contracting Officer, the paving operation is out of control, concrete placement shall cease.

3.11.1 Batch Plant Control

A daily report shall be prepared indicating checks made for scale accuracy with test weights, checks of batching accuracy, and corrective action taken prior to and during placement for weighing or batching, 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 masses per cubic yd, amount of water as free moisture in each size of aggregate, and the batch aggregate and water masses per cubic yd. for each class of concrete batched during each day's plant operation.

3.11.2 Concrete Mixture

a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two other tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of paving. Whenever air content reaches specified limits, an immediate confirmatory test shall be made. If the second test also shows air content at or exceeding specified limits, an adjustment shall immediately be made in the amount of air-entraining admixture batched to bring air content within specified limits. If the next adjusted batch of concrete is not within specified limits, concrete placement shall be halted until concrete air content is within specified limits.

b. Slump Testing. Slump tests shall be made when test specimens are fabricated. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Whenever slump approaches the maximum limit, an adjustment shall immediately be made in the batch masses of water and fine aggregate, without exceeding the maximum w/(c+p). When a slump result exceeds the specification limit, no further concrete shall be delivered to the paving site until adjustments have been made and slump is again within the limit.

c. Temperature. The temperature of the concrete shall be measured when strength specimens are fabricated.

d. Concrete Strength Testing. Four (4) cylinders from the same batch shall be fabricated, cured and tested for compressive strength, testing two cylinders at 7-day and two cylinders at 28-day age. A minimum of one set of four (4) cylinders shall be fabricated, cured and tested for each shift of concrete placement. Control charts for strength, showing the 7-day and 28-day CQC compressive strengths, and the 28-day required compressive strength, shall be maintained and submitted with weekly CQC Reports.

3.11.3 Inspection Before Placing

Underlying materials, joint locations and types, construction joint faces, forms, reinforcing, dowels, and embedded items shall be inspected by a Registered Engineer in sufficient time prior to each paving operation 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, and the certification signed by the Registered Engineer, prior to each days' paving.

3.11.4 Paving Operations

The placing foreman shall supervise all placing and paving operations, shall determine that the correct quality of concrete is placed in each location as shown, shall insure that the concrete is consolidated full depth and that finishing is performed as specified. The placing foreman shall be responsible for measuring and recording concrete temperatures and

ambient temperature hourly during placing operations, weather conditions, time of placement, volume of concrete placed, and method of paving and any problems encountered.

3.11.5 Curing Inspection

a. Moist Curing Inspections. Each 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. When any inspection finds an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for the area shall be extended by 1 day.

b. Membrane Curing Inspection. At the end of each day's placement, the CQC Representative shall determine the quantity of compound used by measurement of the container; shall determine the area of concrete surface covered; shall then compute the rate of coverage in square feet per gallon and shall also note whether or not coverage is uniform. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.

3.11.6 Cold-Weather Protection

At least once per day, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.11.7 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report, signed by a registered engineer, shall be prepared for the updating of control charts and test data, and all CQC inspections and actions covering the entire period from the start of the construction through the current week. 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 CQC records. A copy of weekly reports shall be faxed to the Design District Pavement or Geotechnical Engineer. At the completion of concrete placement, a certification report shall be prepared containing mix designs, all updated control charts and concrete test data, quality control reports, smoothness reports, and other pertinent data on the concrete, with a certification by a registered engineer that the concrete placed meets all specification requirements. A copy of the certification report shall be mailed to the Design District pavement or Geotechnical Engineer.

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SECTION 02760A

FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS
02/03

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C 509	(2000) Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM D 789	(1998) Determination of Relative Viscosity and Moisture Content of Polyamide (PA)
ASTM D 5893	(1996) Cold Applied, Single Component, Chemically Curing Silicon Joint Sealant for Portland Cement Concrete Pavements
ASTM D 6690	(2001) Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 525	(1989) Corps of Engineers Test Method for Evaluation of Hot-Applied Joint Sealants for Bubbling Due to Heating

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS SS-S-200	(Rev E; Am 2) Sealant, Joint, Two-Component, Jet-Blast-Resistant, Cold-Applied, for Portland Cement Concrete Pavement

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Manufacturer's Recommendations; G-AO.

Where installation procedures, or any part thereof, are required to be in accordance with the manufacturer's recommendations,

printed copies of these recommendations, 30 days prior to use on the project. Installation of the material will not be allowed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

Equipment;

List of proposed equipment to be used in performance of construction work including descriptive data, 30 days prior to use on the project.

SD-04 Samples

Materials; G-AO.

Samples of the materials (sealant, primer if required, and backup material), in sufficient quantity for testing and approval 60 days prior to the beginning of work. No material will be allowed to be used until it has been approved.

1.3 TEST REQUIREMENTS

The joint sealant and backup or separating material shall be tested for conformance with the referenced applicable material specification. Testing of the materials shall be performed in an approved independent laboratory and certified copies of the test reports shall be submitted and approved 30 days prior to the use of the materials at the job site. Samples will be retained by the Government for possible future testing should the materials appear defective during or after application. Conformance with the requirements of the laboratory tests specified will not constitute final acceptance of the materials. Final acceptance will be based on the performance of the in-place materials.

1.4 EQUIPMENT

Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be maintained in satisfactory condition at all times.

1.4.1 Joint Cleaning Equipment

1.4.1.1 Tractor-Mounted Routing Tool

The routing tool used for removing old sealant from the joints shall be of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

1.4.1.2 Concrete Saw

A self-propelled power saw with water-cooled diamond or abrasive saw blades will be provided for cutting joints to the depths and widths specified or for refacing joints or cleaning sawed joints where sandblasting does not provide a clean joint.

1.4.1.3 Sandblasting Equipment

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Sandblasting equipment shall include an air compressor, hose, and long-wearing venturi-type nozzle of proper size, shape and opening. The maximum nozzle opening should not exceed 1/4 inch. The air compressor shall be portable and shall be capable of furnishing not less than 150 cfm and maintaining a line pressure of not less than 90 psi at the nozzle while in use. Compressor capability under job conditions must be demonstrated before approval. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. The nozzle shall have an adjustable guide that will hold the nozzle aligned with the joint approximately 1 inch above the pavement surface. The height, angle of inclination and the size of the nozzle shall be adjusted as necessary to secure satisfactory results.

1.4.1.4 Waterblasting Equipment

Waterblasting equipment shall include a trailer-mounted water tank, pumps, high-pressure hose, wand with safety release cutoff control, nozzle, and auxiliary water resupply equipment. The water tank and auxiliary resupply equipment shall be of sufficient capacity to permit continuous operations. The nozzle shall have an adjustable guide that will hold the nozzle aligned with the joint approximately 1 inch above the pavement surface. The height, angle of inclination and the size of the nozzle shall be adjustable as necessary to obtain satisfactory results. A pressure gauge mounted at the pump shall show at all times the pressure in pounds per square inch at which the equipment is operating.

1.4.1.5 Hand Tools

Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces.

1.4.2 Sealing Equipment

1.4.2.1 Hot-Poured Sealing Equipment

The unit applicators used for heating and installing ASTM D 6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

1.4.2.2 Two-Component, Cold-Applied, Machine Mix Sealing Equipment

The equipment used for proportioning, mixing, and installing FS SS-S-200 Type M joint sealants shall be designed to deliver two semifluid components through hoses to a portable mixer at a preset ratio of 1 to 1 by volume using pumps with an accuracy of plus or minus 5 percent for the quantity of each component. The reservoir for each component shall be equipped with mechanical agitation devices that will maintain the components in a uniform condition without entrapping air. Provisions shall be incorporated to permit thermostatically controlled indirect heating of the components, when required. However, immediately prior to proportioning and mixing, the temperature of either component shall not exceed 90 degrees F. Screens

shall be provided near the top of each reservoir to remove any foreign particles or partially polymerized material that could clog fluid lines or otherwise cause misproportioning or improper mixing of the two components. The equipment shall be capable of thoroughly mixing the two components through a range of application rates of 10 to 60 gallons per hour and through a range of application pressures from 50 to 1500 psi as required by material, climatic, or operating conditions. The mixer shall be designed for the easy removal of the supply lines for cleaning and proportioning of the components. The mixing head shall accommodate nozzles of different types and sizes as may be required by various operations. The dimensions of the nozzle shall be such that the nozzle tip will extend into the joint to allow sealing from the bottom of the joint to the top. The initially approved equipment shall be maintained in good working condition, serviced in accordance with the supplier's instructions, and shall not be altered in any way without obtaining prior approval.

1.4.2.3 Two-Component, Cold-Applied, Hand-Mix Sealing Equipment

Mixing equipment for FS SS-S-200 Type H sealants shall consist of a slow-speed electric drill or air-driven mixer with a stirrer in accordance with the manufacturer's recommendations.

1.4.2.4 Cold-Applied, Single-Component Sealing Equipment

The equipment for installing ASTM D 5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. The initially approved equipment shall be maintained in good working condition, serviced in accordance with the supplier's instructions, and shall not be altered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

1.5 TRIAL JOINT SEALANT INSTALLATION

Prior to the cleaning and sealing of the joints for the entire project, a test section of at least 200 feet long shall be prepared using the specified materials and approved equipment, so as to demonstrate the proposed joint preparation and sealing of all types of joints in the project. Following the completion of the test section and before any other joint is sealed, the test section shall be inspected to determine that the materials and installation meet the requirements specified. If it is determined that the materials or installation do not meet the requirements, the materials shall be removed, and the joints shall be recleaned and resealed at no cost to the Government. When the test section meets the requirements, it may be incorporated into the permanent work and paid for at the contract unit price per linear foot for sealing items scheduled. All other joints shall be prepared and sealed in the manner approved for sealing the test section.

1.6 DELIVERY AND STORAGE

Materials delivered to the job site shall be inspected for defects, unloaded, and stored with a minimum of handling to avoid damage. Storage facilities shall be provided by the Contractor at the job site for maintaining materials at the temperatures and conditions recommended by the manufacturer.

1.7 ENVIRONMENTAL CONDITIONS

The ambient air temperature and the pavement temperature within the joint wall shall be a minimum of 50 degrees F and rising at the time of application of the materials. Sealant shall not be applied if moisture is observed in the joint.

PART 2 PRODUCTS

2.1 SEALANTS

Materials for sealing cracks shall be as follows:

Sealing Material
ASTM D 6690, Type II and COE CRD-C 525
ASTM D 6690, Type III and COE CRD-C 525
ASTM D 5893

2.2 PRIMERS

When primers are recommended by the manufacturer of the sealant, their use shall be in accordance with the recommendation of the manufacturer.

2.3 BACKUP MATERIALS

The backup material shall be a compressible, nonshrinking, nonstaining, nonabsorbing material and shall be nonreactive with the joint sealant. The material shall have a melting point at least 5 degrees F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D 789. The material shall have a water absorption of not more than 5 percent of the sample weight when tested in accordance with ASTM C 509. The backup material shall be 25 plus or minus 5 percent larger in diameter than the nominal width of the crack.

2.4 BOND BREAKING TAPES

The bond breaking tape or separating material shall be a flexible, nonshrinkable, nonabsorbing, nonstaining, and nonreacting adhesive-backed tape. The material shall have a melting point at least 5 degrees F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D 789. The bond breaker tape shall be approximately 1/8 inch wider than the nominal width of the joint and shall not bond to the joint sealant.

PART 3 EXECUTION

3.1 PREPARATION OF JOINTS

Immediately before the installation of the sealant, the joints shall be thoroughly cleaned to remove all laitance, curing compound, filler, protrusions of hardened concrete, and old sealant from the sides and upper edges of the joint space to be sealed.

3.1.1 Sawing

3.1.1.1 Refacing of Random Cracks

Sawing of the cracks shall be accomplished using a power-driven concrete saw as specified in paragraph EQUIPMENT. The saw blade shall be 6 inches or less in diameter to enable the saw to follow the trace of the crack. The blade shall be stiffened as necessary with suitable dummy (or used) blades or washers. The use of a verticle spindle routing device is also acceptable. Immediately following the sawing or routing operation, the crack opening shall be thoroughly cleaned using a water jet to remove all saw cuttings and debris.

3.1.2 Sandblasting

The newly exposed concrete joint faces and the pavement surfaces extending a minimum of 1/2 inch from the joint edges shall be sandblasted or waterblasted clean. A multiple-pass technique shall be used until the surfaces are free of dust, dirt, curing compound, filler, old sealant residue, or any foreign debris that might prevent the bonding of the sealant to the concrete. After final cleaning and immediately prior to sealing, the joints shall be blown out with compressed air and left completely free of debris and water.

3.1.3 Back-Up Material

When the joint opening is of a greater depth than indicated for the sealant depth, the lower portion of the joint opening shall be plugged or sealed off using a back-up material to prevent the entrance of the sealant below the specified depth. Care shall be taken to ensure that the backup material is placed at the specified depth and is not stretched or twisted during installation.

3.1.4 Bond Breaking Tape

Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, a bond breaker separating tape will be inserted to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. The tape shall be securely bonded to the bottom of the joint opening so it will not float up into the new sealant.

3.1.5 Rate of Progress of Joint Preparation

The stages of joint preparation which include sandblasting, air pressure cleaning and placing of the back-up material shall be limited to only that lineal footage that can be sealed during the same day.

3.2 PREPARATION OF SEALANT

3.2.1 Hot-Poured Sealants

Sealants conforming to ASTM D 6690 shall not be heated in excess of the safe heating temperature recommended by the manufacturer as shown on the sealant containers. Sealant that has been overheated or subjected to application temperatures for over 4 hours or that has remained in the applicator at the end of the day's operation shall be withdrawn and wasted.

3.2.2 Single-Component, Cold-Applied Sealants

The ASTM D 5893 sealant and containers shall be inspected prior to use. Any materials that contain water, hard caking of any separated

constituents, nonreversible jell, or materials that are otherwise unsatisfactory shall be rejected. Settlement of constituents in a soft mass that can be readily and uniformly remixed in the field with simple tools will not be cause for rejection.

3.3 INSTALLATION OF SEALANT

3.3.1 Time of Application

Joints shall be sealed immediately following final cleaning of the joint walls and following the placement of the separating or backup material. Open joints that cannot be sealed under the conditions specified, or when rain interrupts sealing operations shall be recleaned and allowed to dry prior to installing the sealant.

3.3.2 Sealing Joints

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, a final cleaning with compressed air shall be performed. The joints shall be filled from the bottom up to 1/8 inch for airfield pavements and 1/4 inch for road pavements plus or minus 1/16 inch below the pavement surface. Excess or spilled sealant shall be removed from the pavement by approved methods and shall be discarded. The sealant shall be installed in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the Contracting Officer. When a primer is recommended by the manufacturer, it shall be applied evenly to the joint faces in accordance with the manufacturer's instructions. Joints shall be checked frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

3.4 INSPECTION

3.4.1 Joint Cleaning

Joints shall be inspected during the cleaning process to correct improper equipment and cleaning techniques that damage the concrete pavement in any manner. Cleaned joints shall be approved prior to installation of the separating or back-up material and joint sealant.

3.4.2 Joint Sealant Application Equipment

The application equipment shall be inspected to ensure conformance to temperature requirements, proper proportioning and mixing (if two-component sealant) and proper installation. Evidences of bubbling, improper installation, failure to cure or set shall be cause to suspend operations until causes of the deficiencies are determined and corrected.

3.4.3 Joint Sealant

The joint sealant shall be inspected for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified herein at no additional cost to the Government.

3.5 CLEAN-UP

Upon completion of the project, all unused materials shall be removed from the site and the pavement shall be left in a clean condition.

-- End of Section --

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SECTION 02763A

PAVEMENT MARKINGS
04/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 247	(1981; R 1996) Glass Beads Used in Traffic Paint

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 792	(1998) Density and Specific Gravity (Relative Density) of Plastics by Displacement
ASTM D 4505	(1996) Preformed Plastic Pavement Marking Tape for Extended Service Life
ASTM E 28	(1999) Softening Point of Resins by Ring and Ball Apparatus

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS TT-B-1325	(Rev C; Notice 1; Canc. Notice 2) Beads (Glass Spheres) Retro-Reflective (Metric)
FS TT-P-1952	(Rev D; Canc. Notice 1) Paint, Traffic and Airfield Marking, Waterborne (Metric)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment; G-AO

Lists of proposed equipment, including descriptive data, and notifications of proposed Contractor actions as specified in this section. List of removal equipment shall include descriptive data indicating area of coverage per pass, pressure adjustment range,

tank and flow capacities, and safety precautions required for the equipment operation.

Composition Requirements; G-AO,

Manufacturer's current printed product description and Material Safety Data Sheets (MSDS) for each type paint/color proposed for use.

Qualifications; G-AO,

Document certifying that personnel are qualified for equipment operation and handling of chemicals.

SD-06 Test Reports

Sampling and Testing; G-AO,

Certified copies of the test reports, prior to the use of the materials at the jobsite. Testing shall be performed in an approved independent laboratory.

SD-07 Certificates

Volatile Organic Compound (VOC); G-AO,

Certificate stating that the proposed pavement marking paint meets the VOC regulations of the local Air Pollution Control District having jurisdiction over the geographical area in which the project is located.

1.3 DELIVERY AND STORAGE

All materials shall be delivered and stored in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, and directions, all of which shall be plainly legible at time of use.

1.4 EQUIPMENT

All machines, tools and equipment used in the performance of the work shall be approved and maintained in satisfactory operating condition. Equipment operating on roads and runways shall display low speed traffic markings and traffic warning lights.

1.4.1 Paint Application Equipment

The equipment to apply paint to pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall have a speed during application not less than 5 mph, and shall be capable of applying the stripe widths indicated, at the paint coverage rate specified in paragraph APPLICATION, and of even uniform thickness with clear-cut edges. Equipment used for marking streets and highways shall be capable of placing the prescribed number of lines at a single pass as solid lines, intermittent lines or a combination of solid and intermittent lines using a maximum of two different colors of paint as specified. . The paint applicator shall have paint reservoirs or tanks of sufficient capacity and suitable gauges to apply paint in accordance with

requirements specified. Tanks shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gauges in full view and reach of the operator. Paint strainers shall be installed in paint supply lines to ensure freedom from residue and foreign matter that may cause malfunction of the spray guns. The paint applicator shall be readily adaptable for attachment of an air-actuated dispenser for the reflective media approved for use. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

1.4.2 Thermoplastic Application Equipment

1.4.2.1 Thermoplastic Material

Thermoplastic material shall be applied to the primed pavement surface by spray techniques or by the extrusion method, wherein one side of the shaping die is the pavement and the other three sides are contained by, or are part of, suitable equipment for heating and controlling the flow of material. By either method, the markings shall be applied with equipment that is capable of providing continuous uniformity in the dimensions of the stripe.

1.4.2.2 Application Equipment

a. Application equipment shall provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the extrusion shoe or spray gun shall prevent accumulation and clogging. All parts of the equipment which come into contact with the material shall be easily accessible and exposable for cleaning and maintenance. All mixing and conveying parts up to and including the extrusion shoes and spray guns shall maintain the material at the required temperature with heat-transfer oil or electrical-element-controlled heat.

b. The application equipment shall be constructed to ensure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off stripe ends squarely and shall provide a method of applying "skiplines". The equipment shall be capable of applying varying widths of traffic markings.

c. The applicator shall be equipped with a drop-on type bead dispenser capable of uniformly dispensing reflective glass spheres at controlled rates of flow. The bead dispenser shall be automatically operated and shall begin flow prior to the flow of composition to assure that the strip is fully reflectorized.

1.4.2.3 Mobile and Maneuverable

Application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The equipment used for the placement of thermoplastic pavement markings shall be of two general types: mobile applicator and portable applicator.

a. Mobile Application Equipment: The mobile applicator shall be defined as a truck-mounted, self-contained pavement marking machine that is capable of hot applying thermoplastic by either the extrusion or spray method. The unit shall be equipped to apply the thermoplastic marking material at temperatures exceeding 375 degrees F, at widths varying from 3

to 12 inches and in thicknesses varying from 0.020 to 0.190 inch and shall have an automatic drop-on bead system. The mobile unit shall be capable of operating continuously and of installing a minimum of 20,000 lineal feet of longitudinal markings in an 8-hour day.

(1) The mobile unit shall be equipped with a melting kettle which holds a minimum of 6000 pounds of molten thermoplastic material. The kettle shall be capable of heating the thermoplastic composition to temperatures of 375 to 425 degrees F. A thermostatically controlled heat transfer liquid shall be used. Heating of the composition by direct flame will not be allowed. Oil and material temperature gauges shall be visible at both ends of the kettle. The mobile unit shall be equipped with a spray gun system. The spray system shall consist of a minimum of four spray guns, located two on each side of the truck, and shall be capable of marking simultaneous edgeline and centerline stripes. The spray system shall be surrounded (jacketed) with heating oil to maintain the molten thermoplastic at a temperature of 375 to 425 degrees F; and shall be capable of spraying a stripe of 3 to 12 inches in width, and in thicknesses varying from 0.055 inch to 0.095 inch, and of generally uniform cross section.

(2) The mobile unit shall be equipped with an electronic programmable line pattern control system. The control system shall be capable of applying skip or solid lines in any sequence, through any and all of the extrusion shoes, or the spray guns, and in programmable cycle lengths. In addition, the mobile unit shall be equipped with an automatic counting mechanism capable of recording the number of lineal feet of thermoplastic markings applied to the pavement surface with an accuracy of 0.5 percent.

b. Portable Application Equipment: The portable applicator shall be defined as hand-operated equipment, specifically designed for placing special markings such as crosswalks, stopbars, legends, arrows, and short lengths of lane, edge and centerlines. The portable applicator shall be capable of applying thermoplastic pavement markings by the extrusion method. The portable applicator shall be loaded with hot thermoplastic composition from the melting kettles on the mobile applicator. The portable applicator shall be equipped with all the necessary components, including a materials storage reservoir, bead dispenser, extrusion shoe, and heating accessories, so as to be capable of holding the molten thermoplastic at a temperature of 375 to 425 degrees F, of extruding a line of 3 to 12 inches in width, and in thicknesses of not less than 0.125 inch nor more than 0.190 inch and of generally uniform cross section.

1.4.3 Reflective Media Dispenser

The dispenser for applying the reflective media shall be attached to the paint dispenser and shall operate automatically and simultaneously with the applicator through the same control mechanism. The dispenser shall be capable of adjustment and designed to provide uniform flow of reflective media over the full length and width of the stripe at the rate of coverage specified in paragraph APPLICATION, at all operating speeds of the applicator to which it is attached.

1.4.4 Preformed Tape Application Equipment

Mechanical application equipment shall be used for the placement of preformed marking tape. Mechanical application equipment shall be defined as a mobile pavement marking machine specifically designed for use in

applying precoated, pressure-sensitive pavement marking tape of varying widths, up to 12 inches. The applicator shall be equipped with rollers, or other suitable compactive device, to provide initial adhesion of the preformed, pressure-sensitive marking tape with the pavement surface. Additional hand-operated rollers shall be used as required to properly seat the thermoplastic tape.

1.4.5 Surface Preparation Equipment

1.4.5.1 Sandblasting Equipment

Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less than 150 cfm of air at a pressure of not less than 90 psi at each nozzle used, and shall be equipped with traps that will maintain the compressed air free of oil and water.

1.4.5.2 Waterblast Equipment

The water pressure shall be specified at 2600 psi at 140 degrees F in order to adequately clean the surfaces to be marked.

1.4.6 Marking Removal Equipment

Equipment shall be mounted on rubber tires and shall be capable of removing markings from the pavement without damaging the pavement surface or joint sealant. Waterblasting equipment shall be capable of producing an adjustable, pressurized stream of water. Sandblasting equipment shall include an air compressor, hoses, and nozzles. The compressor shall be equipped with traps to maintain the air free of oil and water.

1.4.6.1 Shotblasting Equipment

Shotblasting equipment shall be capable of producing an adjustable depth of removal of marking and pavement. Each unit shall be self-cleaning and self-contained, shall be able to confine dust and debris from the operation, and shall be capable of recycling the abrasive for reuse.

1.4.6.2 Chemical Equipment

Chemical equipment shall be capable of application and removal of chemicals from the pavement surface, and shall leave only non-toxic biodegradeable residue.

1.4.7 Traffic Controls

Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines or freshly placed raised markers to control traffic and prevent damage to newly painted surfaces or displacement of raised pavement markers. Painting equipment shall be marked with large warning signs indicating slow-moving painting equipment in operation.

1.5 HAND-OPERATED, PUSH-TYPE MACHINES

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated

push-type machines of a type commonly used for application of paint to pavement surfaces will be acceptable for marking small streets and parking areas. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.

1.6 MAINTENANCE OF TRAFFIC

1.6.1 Roads, Streets, and Parking Areas

When traffic must be rerouted or controlled to accomplish the work, the necessary warning signs, flagpersons, and related equipment for the safe passage of vehicles shall be provided.

1.7 WEATHER LIMITATIONS FOR REMOVAL

Pavement surface shall be free of snow, ice, or slush. Surface temperature shall be at least 40 degrees F and rising at the beginning of operations, except those involving shot or sand blasting. Operation shall cease during thunderstorms. Operation shall cease during rainfall, except for waterblasting and removal of previously applied chemicals. Waterblasting shall cease where surface water accumulation alters the effectiveness of material removal.

PART 2 PRODUCTS

2.1 PAINT

The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of 6 months. Paints for roads, and streets shall conform to FS TT-P-1952, color as indicated . Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.

2.2 THERMOPLASTIC COMPOUNDS

The thermoplastic reflectorized pavement marking compound shall be extruded or sprayed in a molten state onto a primed pavement surface. Following a surface application of glass beads and upon cooling to normal pavement temperatures, the marking shall be an adherent reflectorized strip of the specified thickness and width that is capable of resisting deformation by traffic.

2.2.1 Composition Requirements

The binder component shall be formulated as a hydrocarbon resin. The pigment, beads and filler shall be uniformly dispersed in the binder resin. The thermoplastic composition shall be free from all skins, dirt, and foreign objects and shall comply with the following requirements:

Component	Percent by Weight White	Percent by Weight Yellow
Binder	17 min.	17 min.
Titanium dioxide	10 min.	-
Glass beads,	20 min.	20 min.
Calcium carbonate & inert fillers	49 max.	*
Yellow pigments	-	*

*Amount and type of yellow pigment, calcium carbonate and inert fillers shall be at the option of the manufacturer, providing the other composition requirements of this specification are met.

2.2.2 Physical Properties

2.2.2.1 Color

The color shall be as indicated.

2.2.2.2 Drying Time

When installed at 70 degrees F and in thicknesses between 1/8 and 3/16 inch, the composition shall be completely solid and shall show no damaging effect from traffic after curing 15 minutes.

2.2.2.3 Softening Point

The composition shall have a softening point of not less than 194 degrees F when tested in accordance with ASTM E 28.

2.2.2.4 Specific Gravity

The specific gravity of the composition shall be between 1.9 and 2.2 as determined in accordance with ASTM D 792.

2.2.3 Asphalt Concrete Primer

The primer for asphalt concrete pavements shall be a thermosetting adhesive with a solids content of pigment reinforced synthetic rubber and synthetic plastic resin dissolved and/or dispersed in a volatile organic compound (VOC). Solids content shall not be less than 10 percent by weight at 70 degrees F and 60 percent relative humidity. A wet film thickness of 0.005 inch plus or minus 0.001 inch, shall dry to a tack-free condition in less than 5 minutes.

2.2.4 Portland Cement Concrete Primer

The primer for Portland cement concrete pavements shall be an epoxy resin primer. The primer shall be of the type recommended by the manufacturer of the thermoplastic composition. Epoxy primers recommended by the

manufacturer shall be approved by the Contracting Officer prior to use. Requests for approval shall be accompanied with technical data, instructions for use, and a 1 quart sample of the primer material.

2.3 PREFORMED TAPE

The preformed tape shall be an adherent reflectorized strip in accordance with ASTM D 4505 Type I or IV, Class optional.

2.4 REFLECTIVE MEDIA

Reflective media for roads and streets shall conform to FS TT-B-1325, Type I, Gradation A or AASHTO M 247, Type I.

2.5 SAMPLING AND TESTING

Materials proposed for use shall be stored on the project site in sealed and labeled containers, or segregated at source of supply, sufficiently in advance of needs to allow 60 days for testing. Upon notification by the Contractor that the material is at the site or source of supply, a sample shall be taken by random selection from sealed containers by the Contractor in the presence of a representative of the Contracting Officer. Samples shall be clearly identified by designated name, specification number, batch number, manufacturer's formulation number, project contract number, intended use, and quantity involved. Testing shall be performed in an approved independent laboratory. If materials are approved based on reports furnished by the Contractor, samples will be retained by the Government for possible future testing should the material appear defective during or after application.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surfaces to be marked shall be thoroughly cleaned before application of the pavement marking material. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Pavement surfaces shall be allowed to dry, when water is used for cleaning, prior to striping or marking. Surfaces shall be recleaned, when work has been stopped due to rain.

3.1.1 Pretreatment for Early Painting

Where early painting is required on rigid pavements, a pretreatment with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride shall be applied to prepared pavement areas prior to painting.

3.1.2 Cleaning Concrete Curing Compounds

On new Portland cement concrete pavements, cleaning operations shall not begin until a minimum of 30 days after the placement of concrete. All new concrete pavements shall be cleaned by either sandblasting or water blasting. When water blasting is performed, thermoplastic and preformed markings shall be applied no sooner than 24 hours after the blasting has been completed. The extent of the blasting work shall be to clean and

prepare the concrete surface as follows:

a. There is no visible evidence of curing compound on the peaks of the textured concrete surface.

b. There are no heavy puddled deposits of curing compound in the valleys of the textured concrete surface.

c. All remaining curing compound is intact; all loose and flaking material is removed.

d. The peaks of the textured pavement surface are rounded in profile and free of sharp edges and irregularities.

e. The surface to be marked is dry.

3.2 APPLICATION

All pavement markings and patterns shall be placed as shown on the plans.

3.2.1 Paint

Paint shall be applied to clean, dry surfaces, and only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. New asphalt pavement surfaces and new Portland concrete cement shall be allowed to cure for a period of not less than 30 days before applications of paint. Paint shall be applied pneumatically with approved equipment at rate of coverage specified . The Contractor shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. Edges of markings shall be sharply outlined.

3.2.1.1 Rate of Application

a. Reflective Markings: Pigmented binder shall be applied evenly to the pavement area to be coated at a rate of 105 plus or minus 5 square feet per gallon. Where indicated,glass spheres shall be applied uniformly to the wet paint on road and street pavement at a rate of 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.

b. Nonreflective Markings: Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon.

3.2.1.2 Drying

The maximum drying time requirements of the paint specifications will be strictly enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a delay in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

3.2.2 Thermoplastic Compounds

Thermoplastic pavement markings shall be placed upon dry pavement; surface dry only will not be considered an acceptable condition. At the time of installation, the pavement surface temperature shall be a minimum of 40 degrees F and rising. Thermoplastics, as placed, shall be free from dirt

or tint.

3.2.2.1 Longitudinal Markings

All centerline, skipline, edgeline, and other longitudinal type markings shall be applied with a mobile applicator. All special markings, crosswalks, stop bars, legends, arrows, and similar patterns shall be placed with a portable applicator, using the extrusion method.

3.2.2.2 Primer

After surface preparation has been completed the asphalt and/or concrete pavement surface shall be primed. The primer shall be applied with spray equipment. Primer materials shall be allowed to "set-up" prior to applying the thermoplastic composition. The asphalt concrete primer shall be allowed to dry to a tack-free condition, usually occurring in less than 10 minutes. The Portland cement concrete primer shall be allowed to dry in accordance with the thermoplastic manufacturer's recommendations. To shorten the curing time of the epoxy resins an infrared heating device may be used on the concrete primer.

a. Asphalt Concrete Primer: Primer shall be applied to all asphalt concrete pavements at a wet film thickness of 0.005 inch, plus or minus 0.001 inch (265-400 square feet per gallon).

b. Portland Cement Concrete Primer: Primer shall be applied to all concrete pavements (including concrete bridge decks) at a wet film thickness of between 0.04 to 0.05 inch (320-400 square feet per gallon).

3.2.2.3 Markings

After the primer has "set-up", the thermoplastic shall be applied at temperatures no lower than 375 degrees F nor higher than 425 degrees F at the point of deposition. Immediately after installation of the marking, drop-on glass spheres shall be mechanically applied so that the spheres are held by and imbedded in the surface of the molten material.

a. Extruded Markings: All extruded thermoplastic markings shall be applied at the specified width and at a thickness of not less than 0.125 inch nor more than 0.190 inch.

b. Sprayed Markings: All sprayed thermoplastic markings shall be applied at the specified width and the thicknesses designated in the contract plans. If the plans do not specify a thickness, centerline markings shall be applied at a wet thickness of 0.090 inch, plus or minus 0.005 inch, and edgeline markings at a wet thickness of 0.060 inch, plus or minus 0.005 inch.

c. Reflective Glass Spheres: Immediately following application, reflective glass spheres shall be dropped onto the molten thermoplastic marking at the rate of 1 pound per 20 square feet of compound.

3.2.3 Preformed Tape

The pavement surface temperature shall be a minimum of 60 degrees F and the ambient temperature shall be a minimum of 60 degrees F and rising. The preformed markings shall be placed in accordance with the manufacturer's written instructions.

3.2.4 Reflective Media

Application of reflective media shall immediately follow application of pigmented binder. Drop-on application of glass spheres shall be accomplished to insure that reflective media is evenly distributed at the specified rate of coverage. Should there be malfunction of either paint applicator or reflective media dispenser, operations shall be discontinued immediately until deficiency is corrected.

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SECTION 02770A

CONCRETE SIDEWALKS AND CURBS AND GUTTERS
03/98

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 182	(1991) Burlap Cloth Made from Jute or Kenaf

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	(1997) Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 616/A 616M	(1996a) Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A 617M	(1996a) Axle-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM C 31/C 31M	(1996) Making and Curing Concrete Test Specimens in the Field
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 171	(1997) Sheet Materials for Curing Concrete
ASTM C 172	(1997) Sampling Freshly Mixed Concrete
ASTM C 173	(1996) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 309	(1997) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 920	(1995) Elastomeric Joint Sealants
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 3405	(1996) Joint Sealants, Hot-Applied, for Concrete and Asphalt Pavements

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Concrete;

Copies of certified delivery tickets for all concrete used in the construction.

SD-06 Test Reports

Field Quality Control; G-AO,

Copies of all test reports within 24 hours of completion of the test.

1.3 WEATHER LIMITATIONS

1.3.1 Placing During Cold Weather

Concrete placement shall not take place when the air temperature reaches 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the temperature of the air, aggregates, or water is below 35 degrees F, placement and protection shall be approved in writing. Approval will be contingent upon full conformance with the following provisions. The underlying material shall be prepared and protected so that it is entirely free of frost when the concrete is deposited. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 85 degrees F. Methods and equipment for heating shall be approved. The aggregates shall be free of ice, snow, and frozen lumps before entering the mixer. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period.

1.3.2 Placing During Warm Weather

The temperature of the concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory

placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.4 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.4.1 General Requirements

Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Contracting Officer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.4.2 Slip Form Equipment

Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in 1 pass.

PART 2 PRODUCTS

2.1 CONCRETE

Concrete shall conform to the applicable requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE except as otherwise specified. Concrete shall have a minimum compressive strength of 3500 psi at 28 days. Maximum size of aggregate shall be 1-1/2 inches.

2.1.1 Air Content

Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.2 Slump

The concrete slump shall be 2 inches plus or minus 1 inch where determined in accordance with ASTM C 143.

2.1.3 Reinforcement Steel

Reinforcement bars shall conform to ASTM A 615/A 615M, ASTM A 616/A 616M, or ASTM A 617/A 617M. Wire mesh reinforcement shall conform to ASTM A 185.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials

Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap

Burlap shall conform to AASHTO M 182.

2.2.3 White Pigmented Membrane-Forming Curing Compound

White pigmented membrane-forming curing compound shall conform to ASTM C 309, Type 2.

2.3 CONCRETE PROTECTION MATERIALS

Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the contractor, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter

Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded

Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 1/2 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

2.5.1 Joint Sealant, Cold-Applied

Joint sealant, cold-applied shall conform to ASTM C 920.

2.5.2 Joint Sealant, Hot-Poured

Joint sealant, hot-poured shall conform to ASTM D 3405.

2.6 FORM WORK

Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.1 Sidewalk Forms

Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.2 Curb and Gutter Forms

Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

The subgrade shall be constructed to the specified grade and cross section prior to concrete placement.

3.1.1 Sidewalk Subgrade

The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms. Subgrade shall be placed and compacted in conformance with Section 02210 GRADING.

3.1.2 Curb and Gutter Subgrade

The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement. Subgrade shall be placed and compacted in conformance with Section 02721A SUBBASE COURSES.

3.1.3 Maintenance of Subgrade

The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.1 Sidewalks

Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope of 1/4 inch per foot or as indicated with the low side adjacent to the roadway. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.2 Curbs and Gutters

The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks

Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing

After straightedging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging, except as indicated on the plans.

3.3.3 Edge and Joint Finishing

All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger, except as indicated on the plans. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter

Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing

Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing

Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing

Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 SIDEWALK JOINTS

Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated.

3.5.1 Sidewalk Contraction Joints

The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove.

3.5.2 Sidewalk Expansion Joints

Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler shall be placed with top edge 1/2 to 3/4 inch below the surface and shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool

having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with joint sealant. Joints shall be sealed as specified in Section 02760A FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS, using ASTM C 920 or ASTM D 3405.

3.5.3 Reinforcement Steel Placement

Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.6 CURB AND GUTTER JOINTS

Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.6.1 Contraction Joints

Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 5 feet nor greater than 15 feet in length. Contraction joints shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.6.2 Expansion Joints

Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not exceeding 50 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Joints shall be sealed as specified in Section 02760A FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS, using ASTM C 920 or ASTM D 3405.

3.7 CURING AND PROTECTION

3.7.1 General Requirements

Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.7.1.1 Mat Method

The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches.The mat shall be

thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.7.1.2 Impervious Sheeting Method

The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.7.1.3 Membrane Curing Method

A uniform coating of white-pigmented membrane-curing compound shall be applied to the entire exposed surface of the concrete as soon after finishing as the free water has disappeared from the finished surface. Formed surfaces shall be coated immediately after the forms are removed and in no case longer than 1 hour after the removal of forms. Concrete shall not be allowed to dry before the application of the membrane. If any drying has occurred, the surface of the concrete shall be moistened with a fine spray of water and the curing compound applied as soon as the free water disappears. Curing compound shall be applied in two coats by hand-operated pressure sprayers at a coverage of approximately 200 square feet per gallon for the total of both coats. The second coat shall be applied in a direction approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. If pinholes, abrasion, or other discontinuities exist, an additional coat shall be applied to the affected areas within 30 minutes. Concrete surfaces that are subjected to heavy rainfall within 3 hours after the curing compound has been applied shall be resprayed by the method and at the coverage specified above. Areas where the curing compound is damaged by subsequent construction operations within the curing period shall be resprayed. Necessary precautions shall be taken to insure that the concrete is properly cured at sawed joints, and that no curing compound enters the joints. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed before the concrete in the region of the joint is resprayed with curing compound. The method used for sealing the joint groove shall prevent loss of moisture from the joint during the entire specified curing period. Approved standby facilities for curing concrete pavement shall be provided at a location accessible to the jobsite for use in the event of mechanical failure of the spraying equipment or other conditions that might prevent correct application of the membrane-curing compound at the proper time. Concrete surfaces to which membrane-curing compounds have been applied shall be adequately protected during the entire curing period from pedestrian and vehicular traffic, except as required for joint-sawing operations and surface tests, and from any other possible damage to the continuity of the membrane.

3.7.2 Backfilling

After curing, debris shall be removed and the area adjoining the concrete

shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.7.3 Protection

Completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.7.4 Protective Coating

Protective coating of linseed oil mixture shall be applied to the exposed-to-view concrete surface.

3.7.4.1 Application

Curing and backfilling operation shall be completed prior to applying two coats of protective coating. Concrete shall be surface dry and clean before each application. Coverage shall be by spray application at not more than 50 square yards per gallon for first application and not more than 70 square yards per gallon for second application, except that the number of applications and coverage for each application for commercially prepared mixture shall be in accordance with the manufacturer's instructions. Coated surfaces shall be protected from vehicular and pedestrian traffic until dry.

3.7.4.2 Precautions

Protective coating shall not be heated by direct application of flame or electrical heaters and shall be protected from exposure to open flame, sparks, and fire adjacent to open containers or applicators. Material shall not be applied at ambient or material temperatures lower than 50 degrees F.

3.8 FIELD QUALITY CONTROL

3.8.1 General Requirements

The Contractor shall perform the inspection and tests described and meet the specified requirements for inspection details and frequency of testing. Based upon the results of these inspections and tests, the Contractor shall take the action and submit reports as required below, and any additional tests to insure that the requirements of these specifications are met.

3.8.2 Concrete Testing

3.8.2.1 Strength Testing

The Contractor shall provide molded concrete specimens for strength tests. Samples of concrete placed each day shall be taken not less than once a day nor less than once for every 250 cubic yards of concrete. The samples for strength tests shall be taken in accordance with ASTM C 172. Cylinders for acceptance shall be molded in conformance with ASTM C 31/C 31M by an approved testing laboratory. Each strength test result shall be the average of 2 test cylinders from the same concrete sample tested at 28

days, unless otherwise specified or approved. Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength, and no individual strength test result falls below the specified strength by more than 500 psi.

3.8.2.2 Air Content

Air content shall be determined in accordance with ASTM C 173 or ASTM C 231. ASTM C 231 shall be used with concretes and mortars made with relatively dense natural aggregates. Two tests for air content shall be made on randomly selected batches of each class of concrete placed during each shift. Additional tests shall be made when excessive variation in concrete workability is reported by the placing foreman or the Government inspector. If results are out of tolerance, the placing foreman shall be notified and he shall take appropriate action to have the air content corrected at the plant. Additional tests for air content will be performed on each truckload of material until such time as the air content is within the tolerance specified.

3.8.2.3 Slump Test

Two slump tests shall be made on randomly selected batches of each class of concrete for every 250 cubic yards, or fraction thereof, of concrete placed during each shift. Additional tests shall be performed when excessive variation in the workability of the concrete is noted or when excessive crumbling or slumping is noted along the edges of slip-formed concrete.

3.8.3 Thickness Evaluation

The anticipated thickness of the concrete shall be determined prior to placement by passing a template through the formed section or by measuring the depth of opening of the extrusion template of the curb forming machine. If a slip form paver is used for sidewalk placement, the subgrade shall be true to grade prior to concrete placement and the thickness will be determined by measuring each edge of the completed slab.

3.8.4 Surface Evaluation

The finished surface of each category of the completed work shall be uniform in color and free of blemishes and form or tool marks.

3.9 SURFACE DEFICIENCIES AND CORRECTIONS

3.9.1 Thickness Deficiency

When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.9.2 High Areas

In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area

of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.9.3 Appearance

Exposed surfaces of the finished work will be inspected by the Government and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

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SECTION 02811A

UNDERGROUND SPRINKLER SYSTEMS
06/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 53/A 53M	(1999b) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 183	(1983; R 1998) Carbon Steel Track Bolts and Nuts
ASTM A 536	(1984; R 1999el) Ductile Iron Castings
ASTM B 32	(1996) Solder Metal
ASTM B 43	(1998) Seamless Red Brass Pipe, Standard Sizes
ASTM B 88	(1999) Seamless Copper Water Tube
ASTM D 1785	(1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D 2000	(1999) Rubber Products in Automotive Applications
ASTM D 2241	(2000) Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D 2464	(1999) Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D 2466	(1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D 2564	(1996a) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2774	(1994) Underground Installation of Thermoplastic Pressure Piping
ASTM D 2855	(1996) Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings

ASTM D 3261	(1997) Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM F 441/F 441M	(1999) Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80

ASME INTERNATIONAL (ASME)

ASME B1.2	(1983; R 1991; Errata May 1992) Gages and Gaging for Unified Inch Screw Threads
ASME B16.3	(1998) Malleable Iron Threaded Fittings
ASME B16.15	(1985; R 1994) Cast Bronze Threaded Fittings Classes 125 and 250
ASME B16.18	(1984; R 1994) Cast Copper Alloy Solder Joint Pressure Fittings
ASME B16.22	(1995; B16.22a1998) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
ASME B40.1	(1991) Gauges - Pressure Indicating Dial Type - Elastic Element

AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)

ASSE 1013	(1999) Reduced Pressure Principle Backflow Preventers

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C509	(1994; Addendum 1995) Resilient-Seated Gate Valves for Water Supply Service
AWWA C606	(1997) Grooved and Shouldered Joints
AWWA C901	(1996) Polyethylene (PE) Pressure Pipe and Tubing, 1/2 In. Through 3 In., for Water Service

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

CID A-A-51145	(Rev C) Flux, Soldering, Non-Electronic, Paste & Liquid

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH (FCCCHR)

FCCCHR-01	(1993) Manual of Cross-Connection Control

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-80	(1997) Bronze Gate, Globe, Angle and Check Valves
MSS SP-85	(1994) Cast Iron Globe & Angle Valves

Flanged and Threaded Ends

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 2	(1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC
NEMA ICS 6	(1993) Industrial Control and Systems, Enclosures

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1999) National Electrical Code

PLUMBING AND DRAINAGE INSTITUTE (PDI)

PDI WH 201	(1992) Water Hammer Arresters

1.2 PERFORMANCE REQUIREMENTS

System shall operate with a minimum water pressure of 20730 psi at connection to base of the sprinkler head and 25 psi at the last head in each zone.

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

Sprinkler System; G-DO

Detail drawings for valves, sprinkler heads, backflow preventers, automatic controllers, emitter heads, and water hammer arresters. Drawings shall include a complete list of equipment and materials, and manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions. Drawings shall also contain complete wiring and schematic diagrams and any other details required to demonstrate that the system has been coordinated and will function as a unit. Drawings shall show proposed system layout, type and number of heads and emitters, zone valves, drain pockets, backflow devices, controllers, and mounting details of controllers. As-built Drawings which provide current factual information showing locations of mains, heads, valves, and controllers including deviations from and amendments to the drawings and changes in the work shall be included.

SD-03 Product Data

Spare Parts;

Spare parts data for each different item of material and

equipment specified, after approval of the related submittals and not later than the start of the field tests. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

Design Analysis and Calculations; G-DO

Design analyses and pressure calculations verifying that system will provide the irrigation requirements.

SD-06 Test Reports

Field Tests;

Performance test reports, in booklet form, showing all field tests performed to adjust each component; and all field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system. Each test report shall indicate the final position of control valves.

SD-07 Certificates

SD-10 Operation and Maintenance Data

Sprinkler System;

TWO copies of operation and TWO copies of maintenance manuals for the equipment furnished. One complete set prior to field testing and the remainder upon acceptance. Manuals shall be approved prior to the field training course. Operating manuals shall detail the step-by-step procedures required for system startup, operation, and shutdown. Operating manuals shall include the manufacturer's name, model number, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall list routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guides. Maintenance manuals shall include piping and equipment layout, simplified wiring and control diagrams of the system as installed, and system programming schedule.

1.4 DELIVERY AND STORAGE

All equipment delivered and placed in storage shall be protected from the weather; excessive humidity and temperature variation; direct sunlight (in the case of plastic or rubber materials); and dirt, dust, or other contaminants.

1.5 FIELD MEASUREMENTS

The Contractor shall verify all dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing the work.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT REQUIREMENTS

2.1.1 Standard Products

Materials and equipment shall be the standard products of a manufacturer who has produced similar systems which have performed well for a minimum period of 2 years prior to bid opening. Equipment shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site.

2.1.2 Nameplates

Each item of equipment shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a plate secured to the item of equipment.

2.1.3 Extra Stock

The following extra stock shall be provided: Two sprinkler heads of each size and type, two valve keys for operating manual valves, two wrenches for removing and installing each type of head, two quick coupler keys and hose swivels, and four irrigation controller housing keys.

2.2 PIPING MATERIALS

2.2.1 Copper Tubing and Associated Fittings

Tubing shall conform to requirements of ASTM B 88, Type K. Fittings shall conform to ASME B16.22 and ASME B16.18, solder joint. Solder shall conform to ASTM B 32 95-5 tin-antimony. Flux shall conform to CID A-A-51145, Type I...Grooved mechanical joints and fittings shall be designed for not less than 125 psig service and shall be the product of the same manufacturer. Grooved fitting and mechanical coupling housing shall be ductile iron conforming to ASTM A 536. Gaskets for use in grooved joints shall be molded synthetic polymer of pressure responsive design and shall conform to ASTM D 2000 for circulating medium up to 230 degrees F. Grooved joints shall conform to AWWA C606. Coupling nuts and bolts for use in grooved joints shall be steel and shall conform to ASTM A 183.

2.2.2 Red Brass Pipe and Associated Fittings

Pipe shall conform to requirements of ASTM B 43, regular. Fittings shall be Class 250, cast bronze threaded conforming to the requirements of ASME B16.15.

2.2.3 Galvanized Steel Pipe and Associated Fittings

Pipe shall conform to requirements of ASTM A 53/A 53M, Schedule 40. Fittings shall be Class 150 conforming to requirements of ASME B16.3.

2.2.4 Polyvinyl Chloride (PVC) Pipe, Fittings and Solvent Cement

2.2.4.1 PVC Pipe

Pipe shall conform to the requirements of ASTM D 1785, PVC 1120 Schedule 80; or ASTM D 2241, PVC 1120 SDR 21, Class 200.

2.2.4.2 PVC Fittings

Solvent welded socket type fittings shall conform to requirements of ASTM D 2466, Schedule 40. Threaded type fittings shall conform to requirements of ASTM D 2464, Schedule 80.

2.2.4.3 Solvent Cement

Solvent cement shall conform to the requirements of ASTM D 2564.

2.2.5 Polyethylene (PE) Plastic Piping

Pipe shall conform to AWWA C901, outside diameter base with dimension ratio (DR) of 9.3 to provide 150 psi minimum pressure rating. Fittings shall conform to ASTM D 3261, DR of 9.3.

2.2.6 Dielectric Fittings

Dielectric fittings shall conform to ASTM F 441/F 441M, Schedule 80, CPVC threaded pipe nipples, 4 inch minimum length.

2.3 SPRINKLER AND BUBBLER HEADS

2.3.1 Pop-Up Spray Heads

2.3.1.1 General Requirements

Pop-up spray heads lay flush with housing, then pop up when water pressure 20 psi is activated in system. The rising member supporting the nozzle shall be identical on full, half, third or quarter pattern sprinklers so that nozzles will be interchangeable. The sprinkler head shall be designed to be adjustable for coverage and flow. The nozzle shall be removable so head does not have to be removed for flushing or cleaning. Nozzle rises a minimum of 4 inches above the body. The body shall be constructed with a 1/2 inch female thread for installation in a fixed underground pipe system.

2.3.1.2 Shrubbery Sprinkler Heads

Sprinkler heads shall be conical spray with adjustable or non-adjustable coverage and designed for permanent aboveground mounting on riser or pop-ups at a height compatible with ground covers.

2.3.2 Rotary Pop-Up Sprinklers

Sprinklers shall be capable of covering 60feet diameter at 50 psiwith a distribution rate of 4.8 gpm, 3.75" pop-up, trajectory of 30 DEGREES, and maximum height of spray of 20 FEET. Construction shall be high impact molded plastic with filter screen, reducible watering radius, and choice of 11 nozzles and have adjustable radius capabilities.

2.3.3 Bubbler Sprinkler Heads

Heads shall be multiple-spray bubbler with adjustable flow and designed for permanent aboveground mounting on risers.

2.4 VALVES

2.4.1 Gate Valves, Less than 3 Inches

Gate valves shall conform to the requirements of MSS SP-80, Type 1, Class 150, threaded ends.

2.4.2 Gate Valves, 3 Inches and Larger

Gate valves shall conform to the requirements of AWWA C509 and have

encapsulated resilient wedge, parallel seats, non-rising stems, and open by counterclockwise turning. End connections shall be flanged. Interior construction of valves shall be bronze including stem containing a maximum 2 percent aluminum and maximum 16 percent zinc.

2.4.3 Angle Valves, Less Than 2-1/2 Inches

Angle valves shall conform to the requirements of MSS SP-80, Type 3, Class 150 threaded ends.

2.4.4 Angle Valves, 2-1/2 Inches and Larger

Angle valves shall conform to the requirements of MSS SP-85, Type II, Class 250 threaded ends.

2.4.5 Quick Coupling Valves

Quick coupling valves shall have brass parts and shall be two-piece unit consisting of a coupler water seal valve assembly and a removable upper body to allow spring and key track to be serviced without shutdown of main. Lids shall be lockable vinyl with spring for positive closure on key removal.

2.4.6 Remote Control Valves, Electrical

Remote control valves shall be solenoid actuated globe valves of 3/4 to 3 inch size, suitable for 24 volts, 60 cycle, and designed to provide for shut-off in event of power failure. Valve shall be cast bronze or brass or plastic housing suitable for service at 150 psi operating pressure with external flow control adjustment for shut-off capability, external plug at diaphragm chamber to enable manual operation, filter in control chamber to prevent valve body clogging with debris, durable diaphragm, and accessibility to internal parts without removing valve from system.

2.4.7 Drain Valves

2.4.7.1 Manual Valves

Manual valves shall conform to requirements of MSS SP-80, Type 3, Class 150 threaded ends for sizes less than 2-1/2 inches and MSS SP-85, Type II, Class 250 ends for sizes 2-1/2 inches and larger.

2.4.7.2 Automatic Valves

Automatic valves shall be brass or plastic, spring loaded ball drip type, 150 pounds and threaded ends, designed to close at 6 foot pressure head with positive seal at 3 psi pressure or greater and be open to drain at less than 3 psi pressure.

2.4.8 Pressure Regulating Master Valve

Pressure regulating master valve shall be automatic mechanical self-cleaning, self-purging control system having an adjustable pressure setting operated by a solenoid on alternating current with 0.40 amperes at 24 volts. Valve shall close slowly and be free of chatter in each diaphragm position, have manual flow stem to adjust closing speed and internal flushing, and one inlet tappings capable of being installed as a straight pattern valve. Body shall be cast bronze or brass with removable brass seat serviceable from top without removing valve body from system.

Valve shall operate at 150 psi working pressure and pilot range from 10 to 125 psi.

2.4.9 Backflow Preventers

Reduced pressure principle assemblies shall be tested, approved, and listed in accordance with FCCCHR-01. Reduced pressure principle backflow preventers shall be in accordance with ASSE 1013.

2.4.9.1 Reduced Pressure Type Backflow Preventers

Backflow preventers shall be 150 pound flanged, bronze mounted gate valve and strainer, 304 stainless steel or bronze, internal parts. Total pressure drop through complete assembly shall be a maximum of 10 psi at rated flow. Piping shall be galvanized steel pipe and fittings. Strainers shall be bronze or brass construction with gasket caps. Units shall have 200-mesh stainless steel screen elements.

2.5 ACCESSORIES AND APPURTENANCES

2.5.1 Valve Keys for Manually Operated Valves

Valve keys shall be 1/2 inch diameter by 3 feet long, tee handles and keyed to fit valves.

2.5.2 Valve Boxes and Concrete Pads

2.5.2.1 Valve Boxes

Valve boxes shall be cast iron, plastic lockable, or precast concrete for each gate valve, manual control valve and remote control valve. Box sizes shall be adjustable for valve used. Word "IRRIGATION" shall be cast on cover. Shaft diameter of box shall be minimum 5-1/4 inches. Cast iron box shall have bituminous coating.

2.5.2.2 Concrete Pads

Concrete pads shall be precast or cast-in-place reinforced concrete construction for reduced pressure type backflow preventers.

2.5.3 Pressure Gauges

Pressure gauges shall conform to requirements of ASME B40.1, single style pressure gauge for water with 4-1/2 inchdial brass or aluminum case, bronze tube, gauge cock, pressure snubber, and siphon. Scale range shall be suitable for irrigation sprinkler systems.

2.5.4 Service Clamps

Service clamps shall be bronze flat, double strap, with neoprene gasket or "O"-ring seal.

2.5.5 Water Hammer Arresters

Water hammer arrester shall conform to the requirements of PDI WH 201; stainless steel construction with an encased and sealed bellows compression chamber.

2.6 AUTOMATIC CONTROLLERS, ELECTRICAL

Controller shall conform to the requirements of NEMA ICS 2 with 120 -volt single phase service, operating with indicated stations, and grounded chassis. Enclosure shall conform to NEMA ICS 6 Type 3R, with locking hinged cover, wall-mounted. Controller shall be programmed for various schedules by setting switches and dials equipped with the following features: A switch for each day of week for two schedules, allowing each station to be scheduled individually as to days of watering; a minute switch for each station with a positive increment range of 0 to 90 minutes OR 10 minutes to 9 hours, set time within one percent; a switch allowing selected schedules to be repeated after each completion of initial watering schedule and allowing each operation to be scheduled throughout a 24-hour day; a circuit breaker for surge protection; and circuit for a 9-volt rechargeable NiCad battery.

2.7 ELECTRICAL WORK

Wiring and rigid conduit for electrical power shall be in accordance with NFPA 70, and Section 16375A ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

2.8 CONCRETE MATERIALS

Concrete shall have a compressive strength of 2500 psi at 28 days as specified in Section 03300, CAST-IN-PLACE STRUCTURAL CONCRETE.

2.9 WATER SUPPLY MAIN MATERIALS

Tapping sleeves, service cut off valves, and connections to water supply mains shall be in accordance with Section 02510a WATER DISTRIBUTION SYSTEM.

2.10 INSULATING JOINTS

Insulating joints and dielectric fittings shall be in accordance with Section 02510a WATER DISTRIBUTION SYSTEM.

PART 3 EXECUTION

3.1 INSTALLATION

Sprinkler system shall be installed after site grading has been completed. Excavation, trenching, and backfilling for sprinkler system shall be in accordance with the applicable provisions of Section 02316a, EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, except as modified herein.

3.1.1 Trenching

Trench around roots shall be hand excavated to pipe grade when roots of 2 inches diameter or greater are encountered. Trench width shall be 4 inches minimum or 1-1/2 times diameter of pipe, whichever is wider. Backfill shall be hand tamped over excavation. When rock is encountered, trench shall be excavated 4 inchesdeeper and backfilled with silty sand (SM) or well-graded sand (SW) to pipe grade. Trenches shall be kept free of obstructions and debris that would damage pipe. Subsoil shall not be mixed with topsoil. Existing concrete walks, drives and other obstacles shall be bored at a depth conforming to bottom of adjacent trenches. Pipe sleeves for bored pipe shall be two pipe diameters larger than sprinkler pipe.

3.1.2 Piping System

3.1.2.1 Cover

Underground piping shall be installed to meet the minimum depth of backfill cover specified.

3.1.2.2 Clearances

Minimum horizontal clearances between lines shall be 4 inches for pipe 2 inches and less; 12 inches for 2-1/2 inches and larger. Minimum vertical clearances between lines shall be 1 inch.

3.1.2.3 Minimum Slope

Minimum slope shall be 6 inches per 100 feet in direction of drain valves.

3.1.3 Piping Installation

3.1.3.1 Polyvinyl Chloride (PVC) Pipe

a. Solvent-cemented joints shall conform to the requirements of ASTM D 2855.

b. Threaded joints shall be full cut with a maximum of three threads remaining exposed on pipe and nipples. Threaded joints shall be made tight without recourse to wicks or fillers, other than polytetrafluoroethylene thread tape.

c. Piping shall be joined to conform with requirements of ASTM D 2774 or ASTM D 2855, and pipe manufacturer's instructions. Pipe shall be installed in a serpentine (snaked) manner to allow for expansion and contraction in trench before backfilling. Pipes shall be installed at temperatures over 40 degrees F.

3.1.3.2 Soldered Copper Tubing

Pipe shall be reamed and burrs removed. Contact surfaces of joint shall be cleaned and polished. Flux shall be applied to male and female ends. End of tube shall be inserted into fittings full depth of socket. After soldering, a solder bead shall show continuously around entire joint circumference. Excess acid flux shall be removed from tubings and fittings.

3.1.3.3 Threaded Brass or Galvanized Steel Pipe

Prior to installation, pipe shall be reamed. Threads shall be cut in conformance with ASME B1.2. Pipe joint compound shall be applied to male end only.

3.1.3.4 Insulating Joints

Insulating and dielectric fittings shall be provided where pipes of dissimilar metal are joined and at connections to water supply mains as shown. Installation shall be in accordance with Section 02510a WATER DISTRIBUTION SYSTEM.

3.1.3.5 Grooved Mechanical Joints

Grooves shall be prepared according to the coupling manufacturer's instructions. Grooved fittings, couplings, and grooving tools shall be products of the same manufacturer. Pipe and groove dimentions shall comply

with the tolerances specified by the coupling manufacturer. The diameter of grooves made in the field shall be measured using a "go/no-go" gauge, vernier or dial caliper, narrow-land micrometer, or other method specifically approved by the coupling manufacturer for the intended application. Grove width and dimension of groove from end of pipe shall be measured and recorded for each change in grooving tool setup to verify compliance with the coupling manufacturer's tolerances. Grooved joints shall not be used in concealed locations.

3.1.4 Installation of Valves

3.1.4.1 Manual Valves

Valves shall be installed in a valve box extending from grade to below valve body, with a minimum of 4 inches cover measured from finish grade to top of valve stem.

3.1.4.2 Automatic Valves

Valve shall be set plumb in a valve box extending from grade to below valve body, with minimum of 4 inch cover measured from grade to top of valve. Automatic valves shall be installed beside sprinkler heads with a valve box.

3.1.4.3 Drain Valves

Entire system shall be manually or automatically drainable. Low points of system shall be equipped with drain valve draining into an excavation containing 1 cubic foot gravel. Gravel shall be covered with building paper then backfilled with excavated material and 6 inches of topsoil.

3.1.5 Sprinklers and Quick Coupling Valves

Sprinklers and valves shall be installed plumb and level with terrain.

3.1.6 Backflow Preventers

Backflow preventer shall be installed in new connection to existing water distribution system, between connection and control valves. Backflow preventer shall be installed with concrete pads.

3.1.6.1 Reduced Pressure Type

Pipe lines shall be flushed prior to installing reduced pressure device; device shall be protected by a strainer located upstream. Device shall not be installed in pits or where any part of device could become submerged in standing water.

3.1.7 Control Wire and Conduit

3.1.7.1 Wires

Low voltage wires may be buried beside pipe in same trench. Rigid conduit shall be provided where wires run under paving. Wires shall be number tagged at key locations along main to facilitate service. One control circuit shall be provided for each zone and a circuit to control sprinkler system.

3.1.7.2 Loops

A 12 inch loop of wire shall be provided at each valve where controls are connected.

3.1.7.3 Expansion and Contraction

Multiple tubes or wires shall be bundled and taped together at 10 foot intervals with 12 inch loop for expansion and contraction.

3.1.7.4 Splices

Electrical splices shall be waterproof.

3.1.8 Automatic Controller

Exact field location of controllers shall be determined before installation. Coordinate the electrical service to these locations. Install in accordance with manufacturer's recommendations and NFPA 70.

3.1.9 Thrust Blocks

Concrete shall be placed so that sides subject to thrust or load are against undisturbed earth, and valves and fittings are serviceable after concrete has set. Thrust blocks shall be as specified in Section 02510a WATER DISTRIBUTION SYSTEM.

3.1.10 Backfill

3.1.10.1 Minimum Cover

Depth of cover shall be 12 inches for 1-1/4 inch pipe or smaller; 18 inches for 1-1/2 to 2 inch pipe; 24 inches for 2-1/2 inch pipe or larger; 36 inches for pipes under traffic loads, farm operations, and freezing temperatures; and 18 inches for low-voltage wires. Remainder of trench or pipe cover shall be filled to within 3 inches of top with excavated soil, and compact soil with plate hand-held compactors to same density as undisturbed adjacent soil.

3.1.10.2 Restoration

Top 3 inches shall be filled with topsoil and compacted with same density as surrounding soil. Lawns and plants shall be restored in accordance with Sections 02921 SEEDING, 02922 SODDING.

3.1.11 Adjustment

After grading, seeding, and rolling of planted areas, sprinkler heads shall be adjusted flush with finished grade. Adjustments shall be made by providing new nipples of proper length or by use of heads having an approved device, integral with head, which will permit adjustment in height of head without changing piping.

3.1.12 Disinfection

Sprinkler system fed from a potable water system shall be disinfected upstream of backflow preventer in accordance with Section 02510a WATER DISTRIBUTION SYSTEM.

3.1.13 Cleaning of Piping

Prior to the hydrostatic and operation tests, the interior of the pipe shall be flushed with clean water until pipe is free of all foreign materials. Flushing and cleaning out of system pipe, valves, and components shall not be considered completed until witnessed and accepted by Contracting Officer.

3.2 FIELD TESTS

All instruments, equipment, facilities, and labor required to conduct the tests shall be provided by Contractor.

3.2.1 Hydrostatic Pressure Test

Piping shall be tested hydrostatically before backfilling and proved tight at a hydrostatic pressure of 150 psi without pumping for a period of one hour with an allowable pressure drop of 5 psi. If hydrostatic pressure cannot be held for a minimum of 4 hours, Contractor shall make adjustments or replacements and the tests repeated until satisfactory results are achieved and accepted by the Contracting Officer.

3.2.2 Operation Test

At conclusion of pressure test, sprinkler heads or emitter heads, quick coupling assemblies, and hose valves shall be installed and entire system tested for operation under normal operating pressure. Operation test consists of the system operating through at least one complete programmed cycle for all areas to be sprinkled.

3.3 FRAMED INSTRUCTIONS

Framed instructions containing wiring and control diagrams under glass or in laminated plastic shall be posted where directed. Condensed operating instructions, prepared in typed form, shall be framed as specified above and posted beside the diagrams. The framed instructions shall be posted before acceptance testing of the system. After as-built drawings are approved by Contracting Officer, controller charts and programming schedule shall be prepared. One chart for each controller shall be supplied. Chart shall be a reduced drawing of actual as-built system that will fit the maximum dimensions inside controller housing. Black line print for chart and a different pastel or transparent color shall indicate each station area of coverage. After chart is completed and approved for final acceptance, chart shall be sealed between two 20 mil pieces of clear plastic.

3.4 FIELD TRAINING

A field training course shall be provided for designated operating and maintenance staff members. Training shall be provided for a total period of 2 hours of normal working time and shall start after the system is functionally complete but prior to final acceptance tests. Field training shall cover all of the items contained in the operating and maintenance manuals.

3.5 CLEANUP

Upon completion of installation of system, all debris and surplus materials resulting from the work shall be removed.

-- End of Section --

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SECTION 02821A

FENCING
02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 121	(1999) Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	(2001) Zinc Coating (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 585	(1997) Aluminum-Coated Steel Barbed Wire
ASTM A 780	(2000) 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/C 94M	(2000e2) Ready-Mixed Concrete
ASTM F 1043	(2000) 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
ASTM F 1184	(1994) Industrial and Commercial Horizontal Slide Gates
ASTM F 626	(1996a) Fence Fittings

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be

submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Chain Link Fence;

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.

SD-10 Operation and Maintenance Data

Electro-Mechanical Locks; G-AO
Gate Operator; G-AO

Six copies of operating and maintenance instructions, a minimum of 2 weeks prior to field training. Operating instructions shall outline the step-by-step procedures required for system startup, operation, and shutdown. The instructions shall include the manufacturer's name, model number, service manual, parts list, and brief description of all equipment and their basic operating features. Maintenance instructions shall include routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The instructions shall include the general gate layout, equipment layout and simplified wiring and control diagrams of the system as installed.

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 1.2 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 as shown. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage, except as indicated.

2.2 GATES

ASTM F 1184. Gate shall be the type shown. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 8 feet wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Intermediate braces shall be provided on all gate frames with an electro-mechanical lock. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, rollers, and other hardware items shall be furnished as required for the operation of the gate. For high security applications, each end member of gate frames shall be extended sufficiently above the top member to carry three

strands of barbed wire in horizontal alignment with barbed wire strands on the fence.

2.3 POSTS

2.3.1 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 shall meet the strength and coating requirements of ASTM F 1043. 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. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 1184.

2.4 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.

2.5 WIRE

2.5.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.6 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. Barbed wire shall be 2 strand, 12-1/2 gauge wire, zinc-coated, Class 3 in accordance with ASTM A 121 or aluminum coated Type I in accordance with ASTM A 585. Barbed wire shall be four-point barbed type steel wire. Barbed wire support arms shall be the single arm type and of the design required for the post furnished. Tie wire for attaching fabric to rails, braces, tension wires 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.

2.7 CONCRETE

ASTM C 94/C 94M, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

2.8 GATE OPERATOR

Electric gate operators for sliding gates shall be as follows: Electrical gate operators shall have a right angle gearhead instantly reversing motor with magnetic drum-type brake, friction disc clutch, reversing starter with thermal overload protection, and a chain-driven geared rotary-type automatic limit switch. Gears shall consist of a hardened steel machine cut worm and mating bronze gear. All gears and bearings shall operate in a bath of oil. Gate operators with V-belt pulleys will not be allowed. Gate operators shall be equipped with an emergency release to allow the gate to

be operated manually. The emergency release mechanism shall be capable of being locked in the engaged or disengaged position. Positive stops shall be provided on the gate tracks as a backup to the limit switches.

2.9 ELECTRO-MECHANICAL LOCKS

Electro-mechanical locking devices for sliding gates and personnel gates shall be solenoid actuated such that the deadbolt retracts when the solenoid is energized and remains electrically retracted until the gate is closed. The solenoid shall be the continuous duty type, rated for 120V ac, 60Hz operation. The locking device shall be unlockable by key and shall be keyed on both sides. Status of the electro-mechanical lock shall be monitored by two limit switches (integral to the locking device) wired in series. One switch shall monitor the deadlock lever and the other switch shall monitor the locking tongue.

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 shall be set in concrete to the depth indicated on the drawings. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Concrete and grout shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts. For high security fences, fence post rigidity shall be tested by applying a 50 pound force on the post, perpendicular to the fabric, at 5 feet above ground; post movement measured at the point where the force is applied shall be less than or equal to 3/4 inch from the relaxed position; every tenth post shall be tested for rigidity; when a post fails this test, further tests on the next four posts on either side of the failed post shall be made; all failed posts shall be removed, replaced, and retested at the Contractor's expense.

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. 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 bottom of the fence line and attached to the terminal posts of each stretch of the fence. 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 24 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 plus or minus 1/2 inch above the ground.

3.8 BARBED WIRE SUPPORTING ARMS AND BARBED WIRE

3.8.1 General Requirements

Barbed wire supporting arms and barbed wire shall be installed as indicated and as recommended by the manufacturer. Supporting arms shall be anchored with 3/8 inch diameter plain pin rivets or, at the Contractor's option, with studs driven by low-velocity explosive-actuated tools for steel, wrought iron, ductile iron, or malleable iron. Studs driven by an explosive-actuated tool shall not be used with gray iron or other material that can be fractured. A minimum of two studs per support arm shall be used. Barbed wire shall be pulled taut and attached to the arms with clips or other means that will prevent easy removal.

3.9 GATE INSTALLATION

Gates shall be installed at the locations shown. Latches shall be installed as required. Slide gates shall be installed as recommended by the manufacturer. For farm style fencing, standard metal gate assemblies with frame and fittings necessary for complete installation or wood gates shall be furnished as shown.

3.10 GROUNDING

Fences crossed by overhead powerlines in excess of 600 volts shall be

grounded as specified in Section 13100A LIGHTNING PROTECTION SYSTEM. Electrical equipment attached to the fence shall be grounded as specified in Section 16375A ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND. Fences shall be grounded on each side of all gates, 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 02870A

SITE FURNISHINGS
06/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications shall be referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(2000) Carbon Structural Steel
ASTM A 48	(1994ael) Gray Iron Castings
ASTM A 123/A 123M	(2000) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(2000) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 615/A 615M	(2000) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM B 26/B 26M	(1999) Aluminum-Alloy Sand Castings
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 108	(1999) Aluminum-Alloy Permanent Mold Castings
ASTM C 150	(1999a) Portland Cement
ASTM D 648	(2000) Deflection Temperature of Plastics Under Flexural Load
ASTM D 2990	(1995) Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation;

submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings.

Site Furnishing Standards; G-AO

Drawings showing scaled details of proposed pavilion,site furnishings, elevations for each type of site furnishing; dimensions, details, and methods of mounting or anchoring including the foundation design and layout for the pavilion, roof panel design and layout; shape and thickness of materials; and details of construction.

SD-03 Product Data

Site Furnishings; G-AO

Manufacturer's descriptive data and catalog cuts.

Installation; G-AO

Manufacturer's installation and maintenance instructions.

Materials; G-AO

A listing indicating the furnishings provided have been in proven satisfactory use for at least 2 years.

SD-04 Samples

Finish; G-AO

sets of color data for each furnishing displaying manufacturer's color selections and finishes, and identifying those colors and finishes proposed for use.

SD-06 Test Reports

Recycled Material; G-AO

A report of site furnishing parts consisting of recycled materials. Product specification data, providing test information for deflection and creep in accordance with ASTM D 648 and ASTM D 2990 for site furnishings which use plastic lumber as a component, shall be submitted. The data shall provide a comparison of deflection and creep measurements to other comparable materials.

Testing; G-AO

A report of post-installation test results.

1.3 DELIVERY, STORAGE, AND HANDLING

Materials shall be delivered, handled, and stored in accordance with the manufacturer's recommendations. The storage area shall be as designated. The materials shall be stored in a dry, covered area until installed.

1.4 INSPECTION

Site furnishings shall be inspected upon arrival at the job site for conformity to specifications and quality in accordance with paragraph MATERIALS. Unacceptable items shall be removed from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

Materials shall be the standard products of a manufacturer regularly engaged in the manufacture of such products. The materials provided shall be of a type with proven satisfactory use for at least 2 years.

2.1.1 Concrete

Portland cement shall conform to ASTM C 150 Types I, II, or III.

2.1.2 Metal

Metallic materials and products shall conform to Section 05500a MISCELLANEOUS METAL. Metal components shall be furnished with factory drilled holes. Components shall be free of excess weld and spatter. Metal components with holes that will not be filled by hardware or hidden by other components will be rejected.

2.1.2.1 Steel

Structural steel products shall conform to ASTM A 36/A 36M, ASTM A 500 and ASTM A 501.

2.1.2.2 Reinforcing Steel

Steel used for reinforcement shall be deformed billet steel Grade 40 . Steel shall conform to ASTM A 615/A 615M.

2.1.2.3 Cast Iron

Cast iron shall conform to ASTM A 48 Class 35 or better. The Contractor shall provide castings manufactured true to pattern and component parts that fit together in a satisfactory manner. Castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage, distortion, or other defects. Smooth castings shall be well-cleaned by sand or shot blasting.

2.1.2.4 Cast Aluminum

Cast aluminum shall conform to ASTM B 26/B 26M and ASTM B 108. The Contractor shall provide castings manufactured true to pattern and component parts that fit together in a satisfactory manner. Castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage, distortion, or other defects. Smooth castings shall be well-cleaned by sand or shot blasting.

2.1.2.5 Bronze, Copper and Other Ounce Metals

Bronze, copper, and other ounce metals shall conform to ASTM B 62.

2.1.3 Wood

The Contractor shall provide premium grade wood free of knots; boards with eased edges and ends; and wood components with factory drilled holes. Components with holes that will not be filled by hardware or hidden by other components will be rejected.

2.1.3.1 Selection

Wood products shall be selected to withstand the climatic conditions of the region in which the site is located.

2.1.4 Recycled Material

2.1.4.1 General Requirements

Recycled materials shall contain a minimum 85 percent recycled post-consumer product and shall conform to EPA requirements in accordance with Section 01670a RECYCLED / RECOVERED MATERIALS. Recycled materials shall be constructed or manufactured with a maximum 1/4 inch deflection or creep in any member in conformance with ASTM D 648 and ASTM D 2990.

2.1.4.2 Structural Component

Recycled materials to include plastic lumber will not be used as structural components of site furnishings.

2.2 HARDWARE

Hardware shall be stainless steel brass zinc-plated zinc-chromate plated or galvanized steel in accordance with ASTM A 153/A 153M and compatible with the material to which applied. All exposed hardware shall match in color and finish. Mounting hardware shall be concealed, recessed, and plugged.

2.3 ANCHORS

Anchors shall be provided, where necessary, for fastening site furnishings securely in place and in accordance with approved manufacturer's instructions. Anchoring devices that may be used, when no anchors are otherwise specified or indicated, include anchor bolts, slotted inserts, expansion shields for concrete; toggle bolts and through bolts for masonry; machine carriage bolts for steel; and lag bolts and screws for wood.

2.4 FINISH

Finish shall be as specified by the manufacturer or as indicated. Exposed surfaces and edges shall be rounded, polished, or sanded. Finish shall be non-toxic, non-glare, and resistant to corrosion. Exposed surfaces shall be smooth and splinter-free exposed surfaces.

2.4.1 Coatings

2.4.1.1 Galvanizing

Galvanized components shall be hot-dipped in zinc after fabrication in accordance with ASTM A 123/A 123M. Tailings and sharp protrusions formed as a result of the hot-dip process shall be removed and exposed edges burnished.

2.4.1.2 Polyester Powder

Powder-coated surfaces shall receive electrostatic zinc coating prior to painting. Powder coating shall be electrostatically applied and oven cured. Polyester powder coating shall be resistant to ultraviolet (UV) light.

2.4.1.3 Polyvinyl-chloride (PVC)

PVC coating shall be primed with a clear acrylic thermosetting solution. The primed parts shall be preheated prior to dipping. The liquid polyvinyl chloride shall be ultraviolet (UV) stabilized and mold-resistant. The coated parts shall be cured. The coating shall be a minimum 2/25 inches thick plus or minus 0.020 inches and shall have an 85 durometer hardness with a slip-resistant finish.

2.4.2 Wood Sealants

Exposed wood surfaces shall have, as a minimum, two shop coats of paint, varnish, sealer, or other approved preservative. Sealants shall seal all applied surfaces from air.

2.4.3 Paint

Paint shall be factory applied with a minimum of 2 coats. Paint shall be weather-resistant and resistant to cracking, peeling and fading.

2.4.4 Color

Color of site furnishing components shall be in accordance with Section 09915 COLOR SCHEDULE.

2.5 SITE FURNISHING STANDARDS

Site furnishings shall be furnished with the dimensions and requirements indicated.

2.5.1 Flat Bench

Benches shall be furnished with no sharp edges or protruding hardware. Premanufactured flat bench shall be sized min 19" wide x 6'-0" long, with embedded base and redwood seating. Metal support shall have powder coated finish

2.5.2 Basketball Backboard and Support Post

Premanufactured fan or rectangular shaped backboard, heavy duty, 12 gauge steel backboard with white finish. Support post 114mm O.D., galvanized steel, with 1800mm offset goosenech design. Goal Ring, 4 hole mount, heavy duty, double ring welded design. Basketball net steel hourglass design.

2.5.3 Volleyball Post and Netting

Volleyball Post and Netting shall be minimum 90mm diameter galvanized steel powder coated posts with winches for both top and bottom cable net system. Posts shall be placed in galvanized sleeves and have post caps. Install per manufacturers recommendations.

2.5.4 Dumpster Gate

Dumpster gate system shall be the same as or equal to that produced by Rohn Industries, model dsg610 or approved equal. Gates shall be installed on 4" diameter galv. steel posts with post caps. Fence posts shall be installed similar to fence posts as detailed on the drawings. Install double gate system on free standing fence posts according to manufacturers recommendations and details.

2.5.5 Concrete Edging

Concrete edging for outlining mulched landscape beds shall be continuous slip-formed fiber-reinforced concrete curbing. Curb style shall be a 4"x5" rectangular. See landscape plans for location of curbing. Location of curbing shall be staked and approved prior to installation. Install curbing into grade so top of curbing shall match top of adjacent sidewalks or street curbing. Lines both vertical and horizontal shall be smooth and continuous without abrupt changes.

PART 3 EXECUTION

3.1 INSTALLATION

The Contractor shall verify that finished grades and other operations affecting mounting surfaces have been completed prior to the installation of site furnishings. Site furnishings shall be installed plumb and true in accordance with the approved manufacturer's instructions.

3.1.1 Application of Field Finishes

Where indicated, field finishes shall be applied in accordance with Section 09900 PAINTS AND COATINGS.

3.1.2 Parts

New parts shall be acquired from the manufacturer. Substitute parts will not be accepted unless approved by the manufacturer.

3.1.3 Assembly

When the inspection of parts has been completed, the site furnishings shall be assembled and anchored according to manufacturer's instructions or as indicated. When site furnishings are assembled at the site, assembly shall not interfere with other operations or pedestrian and vehicular circulation.

3.1.4 Testing

Each site furnishing shall be tested to determine a secure and correct installation. A correct installation shall be according to the manufacturer's recommendations and by the following procedure: The Contractor shall measure the physical dimensions and clearance of each installed site furnishing for compliance with manufacturer's recommendations and as indicated. Site furnishings which do not comply shall be reinstalled. Fasteners and anchors determined to be non-compliant shall be replaced. A written report describing the results of the testing shall be provided.

3.2 RESTORATION AND CLEAN UP

When the installation has been completed, the Contractor shall clean up and

protect the site. Existing areas that have been damaged from the installation operation shall be restored to original condition at Contractor's expense.

3.2.1 Clean Up

The site shall be cleaned of all materials associated with the installation. Site furnishing surfaces shall be cleaned of dirt, stains, filings, and other blemishes occurring from shipment and installation. Cleaning methods and agents shall be according to manufacturer's instructions or as indicated.

3.2.2 Protection

The area shall be protected as required or directed by providing barricades and signage.

3.2.3 Disposal of Materials

Excess and waste material shall be removed and disposed off Government property .

3.3 RE-INSTALLATION

Where re-installation is required, the following shall be accomplished:

a. Re-install the product as specified. Material acquisition of replacement parts is the responsibility of the Contractor. Provide replacement materials that are new and supplied by the original manufacturer to match.

b. Damage caused by the failed installation shall be repaired.

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SECTION 02921A

SEEDING
05/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. DEPARTMENT OF AGRICULTURE (USDA)

AMS Seed Act	(1995) Federal Seed Act Regulations Part 201

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment;
Surface Erosion Control Material;
Pesticides;

Manufacturer's literature including physical characteristics, application and installation instructions for equipment, surface erosion control material and pesticides.

A listing of equipment to be used for the seeding operation.

Delivery;

Delivery schedule.

Finished Grade and Topsoil;

Finished grade status.

Topsoil;

Availability of topsoil from the stripping and stock piling operation.

Quantity Check;

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

Seed Establishment Period;

Calendar time period for the seed establishment period. When there is more than one seed establishment period, the boundaries of the seeded area covered for each period shall be described.

Maintenance Record;

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

Application of Pesticide;

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

SD-04 Samples

Delivered Topsoil;

Samples taken from several locations at the source.

Soil Amendments;

A 10 pound sample.

Mulch;

A 10 pound sample.

SD-06 Test Reports

Equipment Calibration;

Certification of calibration tests conducted on the equipment used in the seeding operation.

SD-07 Certificates

Seed;
Topsoil;
Fertilizer;
Organic Material;
Mulch;
Pesticide;

Prior to the delivery of materials, certificates of compliance

attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

a. Seed. Classification, botanical name, common name, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, and date tested.

b. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

c. Fertilizer. Chemical analysis and composition percent.

d. Organic Material: Composition and source.

e. Mulch: Composition and source.

f. Pesticide. EPA registration number and registered uses.

1.3 SOURCE INSPECTION

The source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.4.1.1 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL.

1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.3 Pesticides

Pesticide material 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.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. The following shall be rejected: open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed, and fertilizer shall be stored in cool, dry locations away from contaminants. Material shall be stored according to manufacturer's instructions and not with seeding operation materials.

1.4.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 12 hours.

PART 2 PRODUCTS

2.1 SEED

2.1.1 Seed Classification

State-certified 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 Seed Act and applicable state seed laws. The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

2.1.2 Permanent Seed Species and Mixtures

Permanent seed species and mixtures shall be proportioned by weight as follows:

Turf Grass Seeding

Name	Percent of Mixture
Turf Type Tall Fescues	88
Kentucky Bluegrass	7
Perennial Ryegrass	5

Seed at a rate of 8 pounds per 1,000 square feet.

2.1.3 Quality

Weed seed shall be a maximum 1 percent by weight of the total mixture.

2.1.4 Temorary Seed

Temporary seed for erosion control or for seeding of finished grade surfaces outside of the allowed seeding periods shall be Annual Ryegrass seeded at a rate of no less than 3 pounds per 1,000 square feet.

2.1.5 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended for the seed specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of fertilizer, and organic material meeting the following requirements. Vermiculite shall not be used.

2.3.1 Fertilizer

. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio of 16-48-0. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.3.2 Organic Material

Organic material shall consist of either rotted manure, decomposed wood derivatives.

2.3.2.1 Rotted Manure

Rotted manure shall be unleached horse, or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.3.2.2 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants, and is fully composted or stabilized with nitrogen.

2.4 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.4.1 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate placement during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

2.5 WATER

Water shall be the responsibility of the Contractor, unless otherwise noted. Water shall not contain elements toxic to plant life.

2.6 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

2.7 SURFACE EROSION CONTROL MATERIAL

Surface erosion control material shall conform to the following:

2.7.1 Surface Erosion Control Blanket

Shall be machine produced mat of knitted straw, blanket-like mat construction, covered with degradable plastic mesh or interwoven degradable thread or plastic netting.

2.7.2 Tackifier

Tackifier (Hydrophilic colloids) shall be physiologically harmless to plant and animal life without phytotoxic agents. Tackifier shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Tackifier shall resist mold growth.

2.7.3 Erosion Control Material Anchors

Erosion control anchors shall be as recommended by the manufacturer.

PART 3 EXECUTION

3.1 INSTALLING SEED TIME AND CONDITIONS

3.1.1 Seeding Time

Seed shall be installed from March 15 to June 1 for spring establishment; and from August 15 to September 30 for fall establishment.

3.1.2 Seeding 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 seeding operations, proposed alternate times shall be submitted for approval.

3.1.3 Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

The Contractor shall verify that finished grades are as indicated on drawings, and the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02300 EARTHWORK, prior to the commencement of the seeding operation.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying Fertilizer

Fertilizer shall be applied at the rate of 200 pounds per acre. Fertilizer shall be incorporated into the soil to a maximum 4 inches.

3.2.2.2 Applying Organic Material

The organic material shall be spread uniformly over the soil a minimum 1 inchdepth and thoroughly incorporated by tillage into the soil to a maximum 6 inchesdepth.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 12 inch depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 6 inchdepth by scarifying with heavy rakes, or other method. 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. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The fertilizer and organic material may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.

3.2.4.2 Debris

Debris and stones over a minimum 2 inch in any dimension shall be removed from the surface.

3.2.4.3 Protection

Areas with the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing seed, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Installing Seed

Seeding procedure shall ensure even coverage. Gravity feed applicators, which drop seed directly from a hopper onto the prepared soil, shall not be used because of the difficulty in achieving even coverage, unless otherwise approved.

3.3.1.1 Broadcast Seeding

Broadcast seeding shall be used when drill seeding is not possible because of tight spaces or steep slopes. Seed shall be uniformly broadcast at twice the recommended rate using broadcast seeders. Half the total rate of seed application shall be broadcast in 1 direction, with the remainder of the seed rate broadcast at 90 degrees from the first direction. Seed shall be covered a maximum 1/4 inch depth by disk harrow, steel mat drag, cultipacker, or other approved device.

3.3.1.2 Drill Seeding

Seed shall be uniformly drilled to a maximum 1/4 inch depth and at the recommended rate using equipment similar to Brillon type seeders. Row markers shall be used with the drill seeder. Half the total rate of seed application shall be drilled in 1 direction, with the remainder of the seed rate drilled at 90 degrees from the first direction. The drilling equipment shall be maintained with half full seed boxes during the seeding operations.

3.3.1.3 Rolling

The entire area shall be firmed with a roller not exceeding 90 pounds per foot roller width. Slopes over a maximum 3-horizontal-to-1 vertical shall not be rolled. Areas seeded with seed drills equipped with rollers shall not be rolled.

3.3.2 Mulching

3.3.2.1 Tackifier

Tackifier shall be applied at the rate recommended by the manufacturer, using hydraulic equipment suitable for thoroughly mixing with water. A uniform mixture shall be applied over the area.

3.3.2.2 Wood Cellulose Fiber

Wood cellulose fiber, shall be applied by itself with tackifier. The hydromulch shall be mixed and applied in accordance with the manufacturer's recommendations.

3.4 SURFACE EROSION CONTROL

3.4.1 Surface Erosion Control Material

Shall be installed on all seeded surfaces shown on the plans as steeper than 3 horizontal to 1 vertical, a minimum of 6 feet on either side of the centerline of all swales, and around all inlets and outlets of storm drains adjacent to seeded areas.. Surface erosion control material shall be installed in accordance with manufacturer's instructions. Placement of the material shall be accomplished without damage to installed material or

without deviation to finished grade.

3.4.2 Temporary Seeding

When directed during contract delays affecting the seeding operation or when a quick cover is required to prevent surface erosion, the areas designated shall be seeded in accordance with temporary seed species listed under Paragraph SEED.

3.4.2.1 Soil Amendments

When soil amendments have not been applied to the area, the quantity of 1/2 of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION.

3.4.2.2 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing seed.

3.5 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the rate of application used. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

3.6 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.6.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.6.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately. A pesticide plan shall be submitted.

3.7 RESTORATION AND CLEAN UP

3.7.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor's expense.

3.7.2 Clean Up

Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.8 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.9 SEED ESTABLISHMENT PERIOD

3.9.1 Commencement

The seed establishment period to obtain a healthy stand of grass plants shall begin on the first day of work under this contract and shall end 3 months after the last day of the seeding operation. Written calendar time period shall be furnished for the seed establishment period. When there is more than 1 seed establishment period, the boundaries of the seeded area covered for each period shall be described. The seed establishment period shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

3.9.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health when the grass plants are a minimum 4 inch high. A satisfactory stand of grass plants from the seeding operation shall be a minimum 200 grass plants per square foot. The total bare spots shall not exceed 5 percent of the total seeded area.

3.9.3 Maintenance During Establishment Period

Maintenance of the seeded areas shall include, watering with temporary or portable irrigation systems, eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing.

3.9.3.1 Mowing

Seeded areas shall be mowed during the growing season to a minimum 2-1/2 inch height whenever the height of the grass reaches 4 inches. Mowing to remove weeds or undesireable species shall be performed whenever the height of the weeds or species reach a maximum of 5 inches. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface. Mowing shall continue until final acceptance.

3.9.3.2 Watering

Watering shall include the use of temporary irrigation systems or portable equipment. Seeded areas shall be watered every day for the first two weeks after seeding then a minimum of three times per week in the amount of no less than 1/2" of water per application. Watering shall continue a minimum

of six weeks after completion of seeding and mulching.

3.9.3.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.9.3.4 Repair or Reinstall

Unsatisfactory stand of grass plants and mulch shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

3.9.3.5 Maintenance Record

A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

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SECTION 02922A

SODDING
05/01

PART 1 GENERAL

1.1 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Pesticides; G-AO

A listing of equipment to be used for the sodding operation. Manufacturer's literature including physical characteristics, application and installation instructions for equipment and pesticides.

Delivery;

Delivery schedule.

Finished Grade and Topsoil;

Finished grade status.

Topsoil;

Availability of topsoil from the stripping and stock piling operation.

Quantity Check;

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed. The quantity of sod used shall be compared against the total area installed.

Sod Establishment Period;

Calendar time period for the sod establishment period. When

there is more than one sod establishment period, the boundaries of the sodded area covered for each period shall be described.

Maintenance Record; G-AO

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

Application of Pesticide; G-AO

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

SD-04 Samples

Delivered Topsoil;

Samples taken from several locations at the source.

Soil Amendments;

A 10 pound sample.

SD-07 Certificates

Sod;
Topsoil;
Fertilizer;
Organic Material;
Pesticide; G-AO

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

a. Sod. Classification, botanical name, common name, mixture percentage of species, percent purity, quality grade, field location and state certification.

b. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

c. Fertilizer. Chemical analysis and composition percent.

d. Organic Material: Composition and source.

1.3 SOURCE INSPECTION

The sources of sod material and delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.4.1.1 Sod

Sod shall be protected during delivery to prevent desiccation, internal heat buildup, or contamination.

1.4.1.2 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL.

1.4.1.3 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.4 Pesticides

Pesticide material 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.

1.4.2 Inspection

Sod shall be inspected upon arrival at the job site for conformity to species. Sod shall be checked for visible broadleaf weeds, and a visible consistency with no obvious patches of foreign grasses that exceed 2 percent of the canopy. Sod that is heating up, dry, moldy, yellow, irregularly shaped, torn, or of uneven thickness shall be rejected. Other materials shall be inspected for compliance with specified requirements. Open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts, shall be rejected. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

1.4.3.1 Sod

Sod shall be stored in designated areas and kept in a moist condition by watering with a fine mist, and covered with moist burlap, straw, or other covering. Covering shall allow air to circulate, preventing internal heat from building up. Sod shall be protected from exposure to wind and direct sunlight until installed.

1.4.3.2 Other Material Storage

Materials shall be stored in designated areas. Fertilizer shall be stored in cool, dry locations, away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with sod operation materials.

1.4.4 Handling

Sod shall not be damaged during handling. Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Time limitation between harvesting and installing sod shall be a maximum 36 hours.

PART 2 PRODUCTS

2.1 SOD

2.1.1 Sod Classification

State-certified sod shall be provided as classified by applicable state laws. Sod section shall be sized to permit rolling and lifting without breaking.

2.1.2 Grass Species

Sod species shall be a mixture of improved varieties of kentucky bluegrass noted for disease reisitance, survivability and drought resistance.

2.1.3 Quality

Sod shall be relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 1 inch in diameter, woody plant roots, and other materials detrimental to a healthy stand of grass plants. Broadleaf weeds and patches of foreign grasses shall be a maximum 1 percent of the sod section.

2.1.4 Thickness

Sod shall be machine cut to a minimum 1-3/8 inch thickness. Measurement for thickness shall exclude top growth and thatch.

2.1.5 Anchors

Sod anchors shall be as recommended by the sod supplier.

2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite. When additional topsoil is required beyond the available topsoil from stripping operation, topsoil shall be delivered and amended as recommended by the soil test for the sod species specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash, or other material over a maximum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of fertilizer, organic material, meeting the following requirements. Vermiculite shall not be used.

2.3.1 Fertilizer

Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio of 12-12-12. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.3.2 Organic Material

Organic material shall consist of either rotted manure, decomposed wood derivatives.

2.3.2.1 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume straw, sawdust, or other bedding materials. Manure shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.3.2.2 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material free of stones, sticks, soil, and toxic substances harmful to plants, fully composted or stabilized with nitrogen.

2.4 WATER

Water shall be the responsibility of the Contractor unless otherwise noted. Water shall not contain elements toxic to plant life.

2.5 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

PART 3 EXECUTION

3.1 INSTALLING SOD TIME AND CONDITIONS

3.1.1 Sodding Conditions

Sodding 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 sodding operations, proposed alternate times shall be submitted for approval.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

Prior to the commencement of the sodding operation, the Contractor shall verify that finished grades are as indicated on drawings; the placing of topsoil, smooth grading, and compaction requirements have been completed.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying Fertilizer

The application rate shall be one pound of actual nitrogen per 1,000 square feet . Fertilizer shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.

3.2.2.2 Applying Organic Material

. The organic material shall be spread uniformly over the soil a minimum 1 inch depth and thoroughly incorporated by tillage into the soil to a maximum 4 inches depth.

3.2.3 Tillage

Soils shall be tilled no more than 14 days prior to sod placement and the contractor shall avoid having heavy construction equipment traffic over the prepared soils. Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 12 inches deep. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 6 inches deep by scarifying with heavy rakes, or other method. 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. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The fertilizer may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be rolled and completed with a light raking to remove from the surface debris and stones over a minimum 5/8 inch in any dimension.

3.2.4.2 Protection

Areas within the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing sod, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Areas shall be sodded as indicated. Adequate soil moisture shall be ensured prior to sodding by spraying water on the area to be sodded and wetting the soil to a maximum 1 inch depth.

3.3.1 Installing Sod

Rows of sod sections shall be placed parallel to and tightly against each other. Joints shall be staggered laterally. The sod sections shall not be stretched or overlapped. All joints shall be butted tight. Voids and air drying of roots shall be prevented. Sod sections shall be laid across the slope on long slopes. Sod sections shall be laid at right angles to the flow of water in ditches. Sod sections shall be anchored on slopes steeper than 3-horizontal-to-1-vertical. Anchoring may be required when surface weight or pressure upon placed sod sections is anticipated to cause lateral movement. Sod anchors shall be placed a minimum 2 feet on center with a minimum 2 anchors per sod section.

3.3.2 Finishing

Displacement of the sod shall be prevented by tamping or rolling the sod in place and knitting the sod to the soil. Air pockets shall be eliminated and a true and even surface shall be provided. Frayed edges shall be trimmed, and holes or missing corners shall be patched with sod.

3.3.3 Rolling

The entire area shall be firmed with a roller not exceeding 90 pounds per foot roller width. Slopes over a maximum 3-horizontal-to-1 vertical shall not be rolled.

3.3.4 Watering Sod

Watering shall be started immediately after completing each day of installing sod. Water shall be applied at least 3 times per week to supplement rainfall, at a rate sufficient to ensure moist soil conditions to a minimum depth of 1 inch. Run-off, puddling, and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas. Watering of other adjacent areas or plant material shall be prevented.

3.4 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of the material used shall be compared with the total area covered to determine the rate of application. The quantity of sod used shall be compared against the total area established with sod. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

3.5 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.5.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.5.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately.

3.6 RESTORATION AND CLEAN UP

3.6.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the sodding 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 sodded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.7 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the sodding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.8 SOD ESTABLISHMENT PERIOD

3.8.1 Commencement

The sod establishment period to obtain a healthy stand of grass plants shall begin on the first day of work under this contract and shall end 3 months after the last day of sodding operation. Written calendar time period shall be furnished for the sod establishment period. When there is more than 1 sod establishment period, the boundaries of the sodded area covered for each period shall be described. The sod establishment period should be coordinated with Sections 02921a SEEDING, and 02930a EXTERIOR PLANTING. The sod establishment period shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

3.8.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health. A satisfactory stand of grass plants from the sodding operation shall be living sod uniform in color and leaf texture. Bare spots shall be a maximum 2 inch square. Joints between sod pieces shall be tight and free from weeds and other undesirable growth.

3.8.3 Maintenance During Establishment Period

Maintenance of the sodded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion;

maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

3.8.3.1 Mowing

Sodded areas shall be mowed to a minimum 3 inch height when the turf is a maximum 4 inch height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

3.8.3.2 Post-Fertilization

A maximum 1/2 pound per 1000 square feet of actual available nitrogen shall be provided to the grass plants. The application shall be timed prior to the advent of winter dormancy and shall be made without burning the installed grass plants.

3.8.3.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.8.3.4 Repair

Unsatisfactory stand of grass plants shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

3.8.3.5 Maintenance Record

A record of each site visit shall be furnished which describes the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

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SECTION 02930A

EXTERIOR PLANTING
08/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

ANLA Z60.1 (1996) Nursery Stock

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A300 (1995) Tree Care Operations - Trees, Shrubs and other Woody Plant Maintenance

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 5268 (1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Shop Drawings;

Scale drawings defining areas to receive plant materials.

Finished Grade, Topsoil and Underground Utilities;

Finished grade status; location of underground utilities and facilities; and availability of topsoil from the stripping and stock piling operation.

SD-03 Product Data

Chemical Treatment Material;

Manufacturer's literature including physical characteristics, application and installation instructions.

Equipment;

A listing of equipment to be used for the planting operation.

Delivery;

Delivery schedule.

Plant Establishment Period; G-AO

Calendar time period for the plant establishment period. When there is more than one establishment period, the boundaries of the planted areas covered for each period shall be described.

Maintenance Record;

Maintenance work performed, quantity of plant losses, and replacements; and diagnosis of unhealthy plant material.

Application of Pesticide;

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

SD-04 Samples

Delivered Topsoil;

Samples taken from several locations at the source.

Soil Amendments;

A 10 pound sample.

Mulch; G-AO,

A 10 pound sample.

SD-06 Test Reports

Percolation Test;

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-07 Certificates

Plant Material;
Topsoil;
Fertilizer;
Organic Material;
Soil Conditioner;

Organic Mulch;
Mycorrhizal Fungi Inoculum;
Pesticide;

Prior to delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following.

a. Plant Material: Classification, botanical name, common name, size, quantity by species, and location where grown.

b. Topsoil: Particle size, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

c. Fertilizer: Chemical analysis and composition percent.

d. Organic Material: Composition and source.

e. Soil Conditioner: Composition and source.

f. Organic Mulch: Composition, source, and treatment against fungi growth.

g. Mycorrhizal Fungi Inoculum: Plant material treated.

h. Pesticide. EPA registration number and registered uses.

SD-10 Operation and Maintenance Data

Maintenance Instructions;

Instruction for year-round care of installed plant material.

1.3 SOURCE INSPECTIONS

The nursery or source of plant material and the source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.4.1.1 Plant Material Identification

Plant material shall be identified with attached, durable, waterproof labels and weather-resistant ink, stating the correct botanical plant name and size.

1.4.1.2 Protection During Delivery

Plant material shall be protected during delivery to prevent desiccation and damage to the branches, trunk, root system, or earth ball. Branches shall be protected by tying-in. Exposed branches shall be covered during transport.

1.4.1.3 Delivered Topsoil

Prior to the delivery of any topsoil, the availability of topsoil shall be verified in paragraph TOPSOIL.

1.4.1.4 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.5 Pesticide Material

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.

1.4.2 Inspection

Plant material shall be well shaped, vigorous and healthy with a healthy, well branched root system, free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement or abrasion. Plant material shall be checked for unauthorized substitution and to establish nursery grown status. Plant material showing desiccation, abrasion, sun-scald injury, disfigurement, or unauthorized substitution shall be rejected. The plant material shall exhibit typical form of branch to height ratio; and meet the caliper and height measurements specified. Plant material that measures less than specified, or has been poled, topped off or headed back, shall be rejected. Container-grown plant material shall show new fibrous roots and the root mass shall contain its shape when removed from the container. Plant material with broken or cracked balls; or broken containers shall be rejected. Other materials shall be inspected for compliance with paragraph PRODUCTS. Open soil amendment containers or wet soil amendments shall be rejected. Topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material larger than 1-1/2 inch diameter shall be rejected. Topsoil that contains viable plant material and plant parts shall be rejected. Unacceptable material shall be removed from the job site.

1.4.3 Storage

1.4.3.1 Plant Material Storage

Plant material not installed on the day of arrival at the site shall be stored and protected in designated areas. Plant material shall not be stored longer than 30 days. Plant material shall be protected from direct exposure to wind and sun. All plant material shall be kept in a moist condition by watering with a fine mist spray until installed.

1.4.3.2 Other Material Storage

Storage of other material shall be in designated areas. Soil amendments shall be stored in dry locations and away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with planting operation material.

1.4.4 Handling

Plant material shall not be injured in handling. Cracking or breaking the earth ball of balled and burlapped plant material shall be avoided. Plant material shall not be handled by the trunk or stems. Materials shall not be dropped from vehicles.

1.4.5 Time Limitation

Except for container-grown plant material, the time limitation from digging to installing plant material shall be a maximum 90 days. The time limitation between installing the plant material and placing the mulch shall be a maximum 24 hours.

1.5 WARRANTY

Furnished plant material shall have a warranty for plant growth to be in a vigorous growing condition for a minimum 12 month period. A minimum 12 month calendar time period for the warranty of plant growth shall be provided regardless of the contract time period. When plant material is determined to be unhealthy in accordance with paragraph PLANT ESTABLISHMENT PERIOD, it shall be replaced once under this warranty.

PART 2 PRODUCTS

2.1 PLANT MATERIAL

2.1.1 Plant Material Classification

The plant material shall be nursery grown stock conforming to ANLA Z60.1 and shall be the species specified.

2.1.2 Plant Schedule

The plant schedule shall provide botanical names as included in one or more of the publications listed under "Nomenclature" in ANLA Z60.1.

2.1.3 Substitutions

Substitutions will not be permitted without written request and approval from the Contracting Officer.

2.1.4 Quality

Well shaped, well grown, vigorous plant material having healthy and well branched root systems in accordance with ANLA Z60.1 shall be provided. Plant material shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion. Plant material shall be free of shock or damage to branches, trunk, or root systems, which may occur from the digging and preparation for shipment, method of shipment, or shipment. Plant quality is determined by the growing conditions; method of shipment to maintain health of the root system; and growth of the trunk and crown as follows.

2.1.5 Growing Conditions

Plant material shall be native to or well-suited to the growing conditions of the project site. Plant material shall be grown under climatic conditions similar to those at the project site.

2.1.6 Method of Shipment to Maintain Health of Root System

2.1.6.1 Balled and Burlapped (BB) Plant Material

Ball size and ratio shall be in accordance with ANLA Z60.1. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. The plant stem or trunk shall be centered in the ball. All roots shall be clean cut at the ball surface. Roots shall not be pulled from the ground. Before shipment the root ball shall be dipped in gels containing mycorrhizal fungi inoculum. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with biodegradable twine.

2.1.6.2 Balled and Potted (Pot) Plant Material

Ball size and ratio shall be in accordance with ANLA Z60.1. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be done by hand digging or mechanical devices. The plant stem or trunk shall be centered in the ball. All roots shall be clean cut at the ball surface. Roots shall not be pulled from the ground. Before shipment the root ball shall be dipped in gels containing mycorrhizal fungi inoculum. Container shall be used to retain the ball unbroken. Container shall be rigid to hold ball shape and protect root mass during shipping.

2.1.6.3 Balled and Platform (BP) Plant Material

Ball size and ratio shall be in accordance with ANLA Z60.1. Plants shall be prepared as balled and burlapped plant material and securely fastened to wood platform for shipping.

2.1.6.4 Container-Grown (C) Plant Material

Container size shall be in accordance with ANLA Z60.1. Plant material shall be grown in a container over a duration of time for new fibrous roots to have developed and for the root mass to retain its shape and hold together when removed from the container. Container-grown plant material shall be inoculated with mycorrhizal fungi during germination in the nursery. Before shipment the root system shall be dipped in gels containing mycorrhizal fungi inoculum. The container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

2.1.7 Growth of Trunk and Crown

2.1.7.1 Deciduous Trees

A height to caliper relationship shall be provided in accordance with ANLA Z60.1. Height of branching shall bear a relationship to the size and species of tree specified and with the crown in good balance with the trunk. The trees shall not be "poled" or the leader removed.

a. Single stem: The trunk shall be reasonably straight and symmetrical with crown and have a persistent main leader.

b. Multi-stem: All countable stems, in aggregate, shall average the size specified. To be considered a stem, there shall be no division of the trunk which branches more than 6 inches from ground level.

c. Specimen: The tree provided shall be well branched and pruned

naturally according to the species. The form of growth desired, which may not be in accordance with natural growth habit, shall be as indicated.

2.1.7.2 Deciduous Shrubs

Deciduous shrubs shall have the height and number of primary stems recommended by ANLA Z60.1. Acceptable plant material shall be well shaped, with sufficient well-spaced side branches, and recognized by the trade as typical for the species grown in the region of the project.

2.1.7.3 Coniferous Evergreen Plant Material

Coniferous Evergreen plant material shall have the height-to-spread ratio recommended by ANLA Z60.1. The coniferous evergreen trees shall not be "poled" or the leader removed. Acceptable plant material shall be exceptionally heavy, well shaped and trimmed to form a symmetrical and tightly knit plant. The form of growth desired shall be as indicated.

2.1.7.4 Broadleaf Evergreen Plant Material

Broadleaf evergreen plant material shall have the height-to-spread ratio recommended by ANLA Z60.1. Acceptable plant material shall be well shaped and recognized by the trade as typical for the variety grown in the region of the project.

2.1.7.5 Ground Cover and Vine Plant Material

Ground cover and vine plant material shall have the minimum number of runners and length of runner recommended by ANLA Z60.1. Plant material shall have heavy, well developed and balanced crown with vigorous, well developed root system and shall be furnished in containers.

2.1.8 Plant Material Size

Plant material shall be furnished in sizes indicated. Plant material larger in size than specified may be provided at no additional cost to the Government.

2.1.9 Plant Material Measurement

Plant material measurements shall be in accordance with ANLA Z60.1.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite in accordance with Section 02300a EARTHWORK. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite is not recommended.

2.3.1 Fertilizer

Fertilizer shall be controlled release commercial grade; free flowing, pellet or tablet form; uniform in composition; and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.3.2 Organic Material

Organic material shall consist of either peat, rotted manure, decomposed wood derivatives.

2.3.2.1 Rotted Manure

Rotted manure shall be cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. Manure shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and shall be free of stones, sticks, and soil.

2.3.2.2 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, or other wood waste material free of stones, sticks, and toxic substances harmful to plants, and stabilized with nitrogen.

2.3.2.3 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. It shall be derived from food, agricultural, or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8 inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent or less by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2 inches in length. Compost shall conform to EPA requirements in accordance with Section 01670a RECYCLED / RECOVERED MATERIALS.

2.3.3 Soil Conditioner

Soil conditioner shall be super absorbent polymers for single use or in combination to meet topsoil requirements for the plant material specified.

2.3.3.1 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized according to manufacturer's recommendations. Polymers shall be added as a soil amendment and be cross-linked polyacrylamide with an absorption capacity of 250-400 times its weight.

2.4 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials.

Mulch materials shall be native to the region. Rotted manure is not recommended to be used as a mulch because it would encourage surface rooting of the plant material and weeds.

2.4.1 Mulch

2.4.1.1 Inorganic Mulch

Inorganic mulch materials shall be 1-1/2" to 2"washed river gravel rock mulch.

2.4.1.2 Organic Mulch

Organic mulch shall consist of shredded wood material. Material shall not include leaves or needles and be less than 4" in length.

2.5 WOOD STAKING MATERIAL

Wood stakes shall be hardwood or fir; rough sawn; free from knots, rot, cross grain, or other defects that would impair their strength.

2.5.1 Bracing Stake

Wood bracing stakes shall be a minimum 2 x 2 inch square and a minimum 8 feet long with a point at one end. Stake shall be set without damaging rootball.

2.5.2 Wood Ground Stakes

Wood ground stakes shall be a minimum of 2 x 2 inch square and a minimum 3 feet long with a point at one end.

2.5.3 Deadmen

Wood deadmen shall be a minimum 4 x 4 x 36 inches long.

2.6 METAL STAKING AND GUYING MATERIAL

Metal shall be aluminum or steel consisting of recycled content made for holding plant material in place.

2.6.1 Bracing Stakes

Metal bracing stakes shall be a minimum 1 inch diameter and a minimum 8 feet long. Stake shall be set without damaging rootball.

2.6.2 Metal Ground Stakes

Metal ground stakes shall be a minimum 1/2 inch diameter and a minimum 3 feet long.

2.6.3 Earth Anchor

Metal earth anchors shall be a minimum 1/2 inch diameter and a minimum 2 feet long.

2.6.4 Guying Material

Metal guying material shall be a minimum 12 gauge wire. Multi-strand cable

shall be woven wire. Guying material tensile strength shall conform to the size of tree to be held firmly in place.

2.6.5 Turnbuckle

Metal turnbuckles shall be galvanized or cadmium-plated steel, and shall be a minimum 3 inches long with closed screw eyes on each end. Screw thread tensile strength shall conform to the size of tree to be held firmly in place.

2.7 PLASTIC STAKING AND GUYING MATERIAL

Plastic shall consist of recycled plastic product made for holding plant material firmly in place. Plastic shall not be used for deadmen.

2.7.1 Plastic Guying Material

Plastic guying material shall be designed specifically for the purpose of firmly holding plant material in high wind velocities.

2.7.2 Chafing Guard

Plastic chafing guards shall be used to protect tree trunks and branches when metal is used as guying material. The material shall be the same color throughout the project site. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.8 RUBBER GUYING MATERIAL

Rubber chafing guards, consisting of recycled material, shall be used to protect tree trunks and branches when metal guying material is applied. The material shall be the same color throughout the project. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.9 FLAG

Plastic flag material shall be used on guying material. It shall be a minimum 6 inches long. Tape color shall be consistent and visually complimentary to the entire project area. The tape color shall meet pedestrian visual safety requirements for day and night.

2.10 MYCORRHIZAL FUNGI INOCULUM

Mycorrhizal fungi inoculum shall be composed of multiple-fungus inoculum as recommended by the manufacturer for the plant material specified.

2.11 WATER

Unless otherwise directed, water shall be the responsibility of the Contractor. Water shall not contain elements toxic to plant life.

2.12 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

PART 3 EXECUTION

3.1 INSTALLING PLANT MATERIAL TIME AND CONDITIONS

3.1.1 Deciduous Plant Material Time

Deciduous plant material shall be installed from April 1 to June 1 for spring planting and October 1 to November 15 for fall planting.

3.1.2 Evergreen Plant Material Time

Evergreen plant material shall be installed from April 1 to June 1 for spring planting and September 1 to October 1 for fall planting.

3.1.3 Plant Material Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, frozen ground or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval.

3.1.4 Tests

3.1.4.1 Percolation Test

Test for percolation shall be done to determine positive drainage of plant pits and beds. A positive percolation shall consist of a minimum 1 inch per 3 hours; when a negative percolation test occurs, a shop drawing shall be submitted indicating the corrective measures.

3.2 SITE PREPARATION

3.2.1 Finished Grade, Topsoil and Underground Utilities

The Contractor shall verify that finished grades are as indicated on drawings, and that the placing of topsoil, the smooth grading, and the compaction requirements have been completed prior to the commencement of the planting operation. The location of underground utilities and facilities in the area of the planting operation shall be verified. Damage to underground utilities and facilities shall be repaired at the Contractor's expense.

3.2.2 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted to meet field conditions.

3.2.3 Protecting Existing Vegetation

When there are established lawns in the planting area, the turf shall be covered and/or protected during planting operations. Existing trees, shrubs, and plant beds that are to be preserved shall be barricaded along the dripline to protect them during planting operations.

3.3 EXCAVATION

3.3.1 Obstructions Below Ground

When obstructions below ground affect the work, shop drawings showing proposed adjustments to plant material location, type of plant and planting method shall be submitted for approval.

3.3.2 Turf Removal

Where the planting operation occurs in an existing lawn area, the turf shall be removed from the excavation area to a depth that will ensure the removal of the entire root system.

3.3.3 Plant Pits

Plant pits for ball and burlapped or container plant material shall be dug to a depth equal to the height of the root ball as measured from the base of the ball to the base of the plant trunk. Plant pits shall be dug a minimum 50 percent wider than the ball or root system to allow for root expansion. The pit shall be constructed with sides sloping towards the base as a cone, to encourage well aerated soil to be available to the root system for favorable root growth. Cylindrical pits with vertical sides shall not be used.

3.4 INSTALLATION

3.4.1 Setting Plant Material

Plant material shall be set plumb and held in position until sufficient soil has been firmly placed around root system or ball. In relation to the surrounding grade, the plant material shall be set even with the grade at which it was grown.

3.4.2 Tree Root Barrier

Tree root barriers shall be installed as recommended by the manufacturer. Tree root barriers shall be used for trees located up to a maximum 6 feet from paved surfaces or structures.

3.4.3 Backfill Soil Mixture

The backfill soil mixture may be a mix of topsoil and soil amendments suitable for the plant material specified. When practical, the excavated soil from the plant pit that is not amended provides the best backfill and shall be used.

3.4.4 Adding Mycorrhizal Fungi Inoculum

Mycorrhizal fungi inoculum shall be added as recommended by the manufacturer for the plant material specified.

3.4.5 Backfill Procedure

Prior to backfilling, all metal, wood, synthetic products, or treated burlap devices shall be removed from the ball or root system avoiding damage to the root system. The backfill procedure shall remove air pockets from around the root system. Additional requirements are as follows.

3.4.5.1 Balled and Burlapped, and Balled and Platformed Plant Material

Biodegradable burlap and tying material shall be carefully opened and folded back from the top a minimum 1/3 depth from the top of the root ball.

Backfill mixture shall be added to the plant pit in 6 inch layers with each layer tamped.

3.4.5.2 Container-Grown and Balled and Potted Plant Material

The plant material shall be carefully removed from containers that are not biodegradeable. Prior to setting the plant in the pit, a maximum 1/4 depth of the root mass, measured from the bottom, shall be spread apart to promote new root growth. For plant material in biodegradable containers the container shall be split prior to setting the plant with container. Backfill mixture shall be added to the plant pit in 6 inch layers with each layer tamped.

3.4.5.3 Earth Berm

An earth berm, consisting of backfill soil mixture, shall be formed with a minimum 4 inch height around the edge of the plant pit to aid in water retention and to provide soil for settling adjustments.

3.4.6 Plant Bed

Plant material shall be set in plant beds according to the drawings. Backfill soil mixture shall be placed on previously scarified subsoil to completely surround the root balls, and shall be brought to a smooth and even surface, blending to existing areas. Earth berms shall be provided. Polymers shall be spread uniformly over the plant bed and in the planting pit as recommended by the manufacturer and thoroughly incorporated into the soil to a maximum 4 inch depth.

3.4.7 Watering

Plant pits and plant beds shall be watered immediately after backfilling, until completely saturated.

3.4.8 Staking and Guying

Staking will be required when trees are unstable or will not remain set due to their size, shape, or exposure to high wind velocity.

3.4.8.1 One Bracing Stake

Trees 4 to 6 feet high shall be firmly anchored in place with one bracing stake. The bracing stake shall be placed on the side of the tree facing the prevailing wind. The bracing stake shall be driven vertically into firm ground and shall not injure the ball or root system. The tree shall be held firmly to the stake with a double strand of guying material. The guying material shall be firmly anchored at a minimum 1/2 tree height and shall prevent girdling. A chafing guard shall be used when metal is the guying material.

3.4.8.2 Two Bracing Stakes

Trees from 6 to 8 feet height shall be firmly anchored in place with 2 bracing stakes placed on opposite sides. Bracing stakes shall be driven vertically into firm ground and shall not injure the ball or root system. The tree shall be held firmly between the stakes with a double strand of guying material. The guying material shall be firmly anchored at a minimum 1/2 tree height and shall prevent girdling. Chafing guards shall be used when metal is the guying material.

3.4.8.3 Three Ground Stakes

Trees over a minimum 8 feet height and less than a maximum 6 inch caliper shall be held firmly in place with 3 bracing or ground stakes spaced equidistantly around the tree. Ground stakes shall be avoided in areas to be mowed. Stakes shall be driven into firm ground outside the earth berm. The guying material shall be firmly anchored at a minimum 1/2 tree height and shall prevent girdling. For trees over maximum 3 inch diameter at breast height, turnbuckles shall be used on the guying material for tree straightening purposes. One turnbuckle shall be centered on each guy line. Chafing guards shall be used when metal is the guying material.

3.4.9 Deadmen or Earth Anchors

Trees over a minimum 6 inch caliper shall be held firmly in place with wood deadmen buried a minimum 3 feet in the ground or metal earth anchors. Multi-strand cable guying material shall be firmly anchored at a minimum 1/2 tree height and shall prevent girdling. Turnbuckles shall be used on the guying material for tree straightening purposes. One turnbuckle shall be centered on each guy line. Chafing guards shall be used.

3.4.10 Flags

A flag shall be securely fastened to each guy line equidistant between the tree and the stake, deadmen, or earth anchor. The flag shall be visible to pedestrians.

3.5 FINISHING

3.5.1 Plant Material

Prior to placing mulch, the installed area shall be uniformly edged to provide a clear division line between the planted area and the adjacent turf area, shaped as indicated. The installed area shall be raked and smoothed while maintaining the earth berms.

3.5.2 Placing Mulch

The placement of mulch shall occur a maximum 48 hours after planting. Mulch, used to reduce soil water loss, regulate soil temperature and prevent weed growth, shall be spread to cover the installed area with a minimum 4 inch uniform thickness. Mulch shall be kept out of the crowns of shrubs, ground cover, and vines and shall be kept off buildings, sidewalks and other facilities.

3.5.3 Pruning

Pruning shall be accomplished by trained and experienced personnel. The pruning of trees shall be in accordance with ANSI A300. Only dead or broken material shall be pruned from installed plants. The typical growth habit of individual plant material shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. "Headback" cuts at right angles to the line of growth will not be permitted. Trees shall not be poled or the leader removed, nor shall the leader be pruned or "topped off".

3.6 MAINTENANCE DURING PLANTING OPERATION

Installed plant material shall be maintained in a healthy growing condition. Maintenance operations shall begin immediately after each plant is installed to prevent desiccation and shall continue until the plant establishment period commences. Installed areas shall be kept free of weeds, grass, and other undesired vegetation. The maintenance includes maintaining the mulch, watering, and adjusting settling.

3.7 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.7.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.7.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately.

3.8 RESTORATION AND CLEAN UP

3.8.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.8.2 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

3.9 PLANT ESTABLISHMENT PERIOD

3.9.1 Commencement

Upon completion of the last day of the planting operation, the plant establishment period for maintaining installed plant material in a healthy growing condition shall commence and shall be in effect for a minimum of 90 days or the remaining contract time period, whichever is longer, not to exceed 12 months. Written calendar time period shall be furnished for the plant establishment period. When there is more than one plant establishment period, the boundaries of the planted area covered for each period shall be described. The plant establishment period shall be coordinated with Sections 02921a SEEDING; and 02922a SODDING. The plant

establishment period shall be modified for inclement weather shut down periods, or for separate completion dates for areas.

3.9.2 Maintenance During Establishment Period

Maintenance of plant material shall include straightening plant material, straightening stakes; tightening guying material; correcting girdling; supplementing mulch; pruning dead or broken branch tips; maintaining plant material labels; watering; eradicating weeds, insects and disease; post-fertilization; and removing and replacing unhealthy plants.

3.9.2.1 Watering Plant Material

The plant material shall be watered as necessary to prevent desiccation and to maintain an adequate supply of moisture within the root zone. An adequate supply of moisture is estimated to be the equivalent of 1 inch absorbed water per week, delivered in the form of rain or augmented by watering. Run-off, puddling and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas. Watering of other adjacent areas or existing plant material shall be prevented.

3.9.2.2 Weeding

Grass and weeds in the installed areas shall not be allowed to reach a maximum 3 inches height before being completely removed, including the root system.

3.9.2.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.9.2.4 Post-Fertilization

The plant material shall be topdressed at least once during the period of establishment with controlled release fertilizer, reference paragraph SOIL AMENDMENTS. Apply at the rate of 2 pounds per 100 square feet of plant pit or bed area. Dry fertilizer adhering to plants shall be flushed off. The application shall be timed prior to the advent of winter dormancy.

3.9.2.5 Plant Pit Settling

When settling occurs to the backfill soil mixture, additional backfill soil shall be added to the plant pit or plant bed until the backfill level is equal to the surrounding grade. Serious settling that affects the setting of the plant in relation to the maximum depth at which it was grown requires replanting in accordance with paragraph INSTALLATION. The earth berm shall be maintained.

3.9.2.6 Maintenance Record

A record shall be furnished describing the maintenance work performed, the quantity of plant losses, diagnosis of the plant loss, and the quantity of replacements made on each site visit.

3.9.3 Unhealthy Plant Material

A tree shall be considered unhealthy or dead when the main leader has died

back, or up to a maximum 25 percent of the crown has died. A shrub shall be considered unhealthy or dead when up to a maximum 25 percent of the plant has died. This condition shall be determined by scraping on a branch an area 1/16 inch square, maximum, to determine if there is a green cambium layer below the bark. The Contractor shall determine the cause for unhealthy plant material and shall provide recommendations for replacement. Unhealthy or dead plant material shall be removed immediately and shall be replaced as soon as seasonal conditions permit.

3.9.4 Replacement Plant Material

Unless otherwise directed, plant material shall be provided for replacement in accordance with paragraph PLANT MATERIAL. Replacement plant material shall be installed in accordance with paragraph INSTALLATION, and recommendations in paragraph PLANT ESTABLISHMENT PERIOD. Plant material shall be replaced in accordance with paragraph WARRANTY. An extended plant establishment period shall not be required for replacement plant material.

3.9.5 Maintenance Instructions

Written instructions shall be furnished containing drawings and other necessary information for year-round care of the installed plant material; including, when and where maintenance should occur, and the procedures for plant material replacement,.

-- End of Section --