SPECIFICATIONS FOR CONSTRUCTION CONTRACT
SOLICITATION: DACA45-03-B-0005

HQ NORTHCOM BEDDOWN/NORAD CONTINGENCY OPERATIONS (NORAD BMC) & AT/FP IMPROVEMENTS

PETERSON AFB, COLORADO

Volume 1 of 3
Contract Requirements/Divisions 00-02

AUGUST 2003

U.S. Army Corps of Engineers,
Omaha District

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HQ NORTHCOM BEDDOWN/NORAD CONTINGENCY OPERATIONS (NORAD BMC) & AT/FP IMPROVEMENTS AT PETERSON AFB, COLORADO

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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-0005	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	8 AUG 2003	1 OF 5

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, NE 68102-1618

8. ADDRESS OFFER TO

US ARMY CORPS OF ENGINEERS
Attn: CONTRACTING DIVISION (CENWO-CT)
106 SOUTH 15TH STREET
OMAHA, NE 68102-1618

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
▶	SECTION 00100 PARAGRAPH 28	SECTION 00100 PARAGRAPH 28

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:

FY03 NORTHCOM Headquarters Bed-down Addition, FY03 NORAD Battle Management Center, and FY03 Anti-Terrorism Force Protection Improvements

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 540 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	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 11 SEP 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
US ARMY ENGINEER DISTRICT, OMAHA 106 SOUTH 15TH STREET OMAHA, NE 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 BID ITEMS				
Item No.	**Description**	**Quantity**	**Unit**	**Total Amount**
B1	**US NORTHCOM HQ Headquarters Addition & NORAD Contingency Operations Center.** All Work Complete including Building Additions, Site Preparation/ Improvements. Exclude item B2 and Options O-1 through O-15, below	**JOB**	**LUMP SUM**	**$**_____
B2	**AT/FP Improvements** All Work Complete. Including Vehicle Barriers, Site Preparation and basic bid landscaping as shown. Exclude Item B1 and Bid Options O-1 through O-15. below	**JOB**	**LUMP SUM**	**$**_____

BID OPTION ITEMS				
Item No.	**Description**	**Quantity**	**Unit**	**Total Amount**
O-1	**Expanded HQ NORTHCOM Addition Building Footprint.** All work Complete as shown.	**JOB**	**LUMP SUM**	**$**_____
O-2	**Parking Garage**, All work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-3	**Pre-Wired Systems Furniture.** All work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-3a	**Pre-Wired Systems Furniture.** All work Complete for Expanded HQ NORTHCOM Addition Bid Option O-1	**JOB**	**LUMP SUM**	**$**_____
O-4	**CID (Loose Furnishings).** All work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-4a	**CID (Loose Furnishings).** All work Complete for Expanded HQ NORTHCOM Addition Bid Option O-1.	**JOB**	**LUMP SUM**	**$**_____
O-5	**Security Systems.** All work Complete (includes materials, installation, testing and certification.)	**JOB**	**LUMP SUM**	**$**_____

OPTION ITEMS (Continued)				
Item No.	**Description**	**Quantity**	**Unit**	**Total Amount**
O-6	**Interior Horizontal Fiber optic cable.** All work Complete. (includes materials, installation, testing and certification.)	**JOB**	**LUMP SUM**	**$**_____
O-7	**NORAD/USNORTHCOM Outside Plant Cable through basic bid item #1 Duct-banks.** All work Complete. (includes materials, installation, testing and certification.)	**JOB**	**LUMP SUM**	**$**_____
O-8	**Landscaping & Irrigation System. Lateral and Heads Central Pedestrian Walkway.** All work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-9	**Landscaping & Irrigation System. Lateral and Heads Southern Half of Site.** All work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-10	**Landscaping & Irrigation System. Lateral and Heads Northern Half of Site.** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-11	**Landscaping & Irrigation for Parking Lot # 5 & # 6.** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-12	**Landscaping & Irrigation System. Lateral and Heads for ARSPACE Facility.** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-13	**Landscaping & Irrigation System. Lateral and Heads Parking Lot #7 & 8** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-14	**Parking Lot 2A Expansion East.** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____
O-15	**DV Parking Lot and Traffic Circle.** All Work Complete.	**JOB**	**LUMP SUM**	**$**_____

TOTAL AMOUNT NORAD/USNORTHCOM HEADQUARTERS ADDITION/NORAD Contingency Operations Center & AT/FP IMPROVEMENTS	
TOTAL AMOUNT Basic Bid Items (B1 + B2)	**$_____**

TOTAL AMOUNT BID OPTIONS	
TOTAL AMOUNT Bid Options (O-1 THROUGH O –15)	**$_____**

GRAND TOTAL AMOUNT (BASIC BID ITEMS PLUS ALL OPTIONS) FOR NORAD/USNORTHCOM HEADQUARTERS ADDITION; NORAD/USNORTHCOM CONTINGENCY OPERATIONS CENTER ; & AT/FP IMPROVMENTS	
GRAND TOTAL AMOUNT (SUMMATION OF LAST 2 LINE ITEMS, ABOVE) $ _____	

NOTES:

1. See Section 00100, INSTRUCTIONS, CONDITIONS AND NOTICES OFFERORS, paragraph 3 EVALUATION OF OPTIONS for evaluation of bid items and options. The Government reserves the right to exercise Options as per the schedule below:

OPTIONS	NUMBER CALENDAR DAYS AFTER NTP
O-7	30
O-1 & O-2	120
O-5 & O-6	210
O-8, O-9, O-10, O-11, O-12, O-13, O-14 & O-15	260
O-3, O-3a, O-4 & O-4a	450

Evaluations of Options will not obligate the Government to exercise the options(s). See Section 00020 Bid Options for narrative description of options.

2. Bid prices must be entered for all line items on the schedule. Total amount bids submitted without bid prices for individual line items will not be evaluated. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the bid.

3. A modification to a bid, which provides for a single adjustment to the total amount bid will not be accepted. Modification to bid items or options, should state the application of the adjustment to each respective lump-sum price affected. If the modification is not so apportioned, the bid will not be evaluated.

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SECTION 00020

BID OPTIONS

1 GENERAL 1

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SECTION 00020

BID OPTIONS

1 GENERAL

1.1 DESCRIPTION

This Section describes Bid Options that the Government may exercise. The descriptions along with the contract drawings and specifications define the contract requirements for the options. Bid prices must be entered for all bid items and option items on the pricing schedule.

1.2 EVALUATION OF OPTIONS

See Section 00100, INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS paragraph 29. EVALUATION OF OPTIONS for evaluation of bid options. Evaluation of Options will not obligate the Government to exercise the option(s).

1.3 SCHEDULE OF BID OPTIONS

1.3.1 Bid Options for HQ NORTHCOM BEDDOWN, NORAD CONTINGENCY OPERATIONS CENTER (NORAD BMC) AND AT/FP IMPROVEMENTS.

1.3.1.1 Bid Option O-1 Expanded HQ NORTHCOM Addition Building Footprint.

Construct an additional structural bay extension to the Basic Bid HQ NORTHCOM Addition (northeast side of existing facility) as shown on the drawings. All work complete as shown.

1.3.1.2 Bid Option O-2 Parking Garage.

Construct a below grade parking garage on the southwest side of the existing facility adjacent to the NORAD Contingency Operations Center as shown on the drawings. All work complete as shown.

1.3.1.3 Bid Option O-3 Pre-Wired Systems Furniture

Provide and install Furniture Systems as specified in Section 12705, FURNITURE SYSTEMS, and described in the Furniture Illustration Sheets, Furniture Procurement Documents and Furniture Placement Plans that are shown on drawings, or described in specifications.

1.3.1.4 Bid Option O-3a Pre-Wired Systems Furniture

Provide and install Furniture Systems as specified in Section 12705, FURNITURE SYSTEMS, and described in the Furniture Illustration Sheets, Furniture Procurement Documents and Furniture Placement Plans that are shown on drawings, and described in specifications for expanded HQ NORTHCOM Addition footprint, bid item 0-1.

1.3.1.5 Bid Option O-4 CID (Loose Furnishings)

Provide and install Freestanding Furniture as shown and as described in the Furniture Illustration Sheets, Furniture Procurement Documents and Furniture Placement Plans shown on drawings.

1.3.1.6 Bid Option O-4a CID (Loose Furnishings)

Provide and install Freestanding Furniture Systems as shown and described in the Furniture Illustration Sheets, Furniture Procurement Documents and Furniture Placement Plans for expanded HQ NORTHCOM Addition footprint, bid item 0-1.

1.3.1.7 Bid Option O-5 Security Systems

Provide and install security systems as required by Section 01011, FORCE PROTECTION AND SECURITY REQUIRMENTS, Section 13720, ELECTRONIC SECURITY SYSTEM, and Section 16751, CLOSED CIRCUIT TELEVISION SYSTEMS. This bid option includes providing and installing the security hardware included in Section 08700, BUILDERS' HARDWARE. This bid option does not include the security backbone conveyance system. This option excludes basic bid infrastructure/backbone required to support all security systems and hardware such as conduit, junction boxes, rough-in boxes, power and pull wires. The security backbone conveyance system for the traffic barriers (crash gates) is part of the Basic Bid and not part of this bid option.

1.3.1.8 Bid Option O-6 Interior Horizontal Fiber Optic Cable

Provide labor and materials for the installation of interior horizontal fiber optic cable in the building as specified. This option does not include the conveyance system, only the cost of the required materials, installation and testing and certification of the fiber optics.

1.3.1.9 Bid Option O-7 Outside Plant Cable.

Provide labor and materials for the installation of exterior fiber optic cables as shown/specified in the basic bid item B1 communications duct-banks. This option does not include the conveyance system/duct-banks, ducts, inner-ducts only the cost of all required fiber optic materials, installation, testing and certification of the fiber optic terminations.

1.3.1.10 Bid Option O-8 Landscaping & Irrigation System Central Pedestrian Walk Between Existing Parking Lot #3 and #4.

Provide materials and installation of shrubs, trees, boulders, irrigation laterals and heads, Center Pedestrian walk between parking lot No. 3, and No.4, bounded on the North by the main plaza AT/FP barrier/bollards, and bounded in the south by the centerline of Paine Street. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.11 Bid Option O-9 Landscaping & Irrigation System Parking Lot No. 3, No. 4 & No. 5.

Provide materials and installation of shrubs, trees, boulders, irrigation laterals and heads, inclusive of parking lots No. 3, No.4, No. 5, bounded on the West by the existing Hartinger Building loading dock access road off Paine Street, bounded on the East by the centerline road curve transition from Paine to Vandenberg street, bounded on the North by parking lot limits, bounded in the south by the centerline of Paine Street. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.12 Bid Option O-10 Landscaping & Irrigation System Southern Site, Parking Lots No. 2 & No. 2a.

Provide materials and installation of shrubs, trees, boulders, irrigation laterals and heads, South of Paine Street centerline, bounded by the south edge of parking lot No. 2, and No. 2a, bounded on the West and East as shown, including curve transition from Paine to Vandenberg street. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.13 Bid Option O-11 Landscaping & Irrigation system Laterals and Heads Parking Lot No. 6.

Provide materials and installation of shrubs, trees, boulders and irrigation system parking lot No. 6. Defined as the area bounded on the East, West, and Southeast as shown, bounded on the north by the centerline of Vandenberg Street, and the south by the edge of parking lot No. 6. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.14 Bid Option O-12 Landscaping and Irrigation System Laterals and Heads, ARSPACE Building 3.

Provide materials and installation of shrubs, trees, boulders, irrigation laterals and heads, Army Space Command Operational Headquarters. Bounded in the West by parking lot No.8 and western most exterior face of Bldg. 3 as shown. Bounded on the east and south by anti-terrorism force protection berm and barrier. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.15 Bid Option O-13 Landscaping and Irrigation System for Parking Lots No. 7 & No. 7a.

Provide materials and installation of shrubs, trees, boulders, irrigation laterals and heads, inclusive of parking lots No. 7, and No.7a, Bounded in the north by Vandenberg Street, in the South by the Hartinger Building, and the East and West as shown. Refer to Sheet L111 for graphic boundary outline, and Section 02930, EXTERIOR PLANTING, Section 02811 Underground Sprinkler

Systems, Section 02921 Seeding, 02922 Sodding, and 02935 Exterior Plant Material Maintenance.

1.3.1.16 Bid Option O-14 Parking Lot No. 2a.

Construct expansion of Parking lot No.2a to the east as shown. Provide demolition, materials and installation required to construct parking lot as detailed and specified.

1.3.1.17 Bid Option O-15 Traffic Circle and Parking lot

Construct traffic circle and parking connected to southern edge of parking lot No. 6 as shown on sheet C3.08. Provide demolition, materials and installation required to construct Traffic Circle and parking lot as detailed, and specified.

2 PRODUCTS

Not Used

3 EXECUTION

Not Used

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SECTION 00100

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

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17 (FAR 52.214-34) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
18 (FAR 52.214-35) SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
19 (EFARS 52.214-5000) ARITHMETIC DISCREPANCIES.
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21 OPTIONS.
22 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.
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31 (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)
32 (FAR 52.216-1) TYPE OF CONTRACT (APR 1984).
33 SUBCONTRACTING PLAN/SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF SMALL BUSINESS CONCERNS.
34 (DFARS 252.204-7004) REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

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

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

b. Due to heightened security at Government installations, those bidders who have their bids hand-carried* shall contact Loreen Blume, Contract Specialist at (402) 221-4265 or (402) 221-4100 prior to delivering to the U. S. Army Corps of Engineer District, Omaha, 106 South 15th Street, Omaha, NE.

c. 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.

d. 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.

e. **RETURN ADDRESS REQUIREMENTS**

Bidder(s) must ensure that **ALL** mail sent to the Omaha District, U.S. Army Corps of Engineers, either pre-contract or post-contract award, has a return mailing address on the outside of the envelope, package, box, etc. **ANY MAIL** addressed to the U.S. Army Corps of Engineers, including but not limited to bids, modifications to bids, proposals, revised proposals, bid guarantees, bonds, correspondence, etc., **will be REJECTED** by the US Army Corps of Engineers mail room facility located at 106 South Street, Omaha, Nebraska 68102-1618 if it does not contain a return mailing address. **There will be no exceptions.**

*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 construction of FY03 NORTHCOM Headquarters Bed-down Addition and FY03 NORAD Battle Management Center, and FY03 Antiterrorism Force Protection (AT/FP) Improvements at Peterson AFB, Colorado. 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 $15,000,000 and $30,000,000.

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

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

3 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.)

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

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

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

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

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

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

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

(a) Bids must be--

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

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

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

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

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

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

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

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award

is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

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

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

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

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

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

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

(End of provision)

8 INFORMATION FOR MODIFYING BIDS.

Bids which have been delivered to the designated bid receiving office may be modified or withdrawn by mail, mailgram, or telegram received at any time before the exact time set for receipt of bids. Modifications or withdrawals sent by mail should be transmitted to the place of bid opening Standard Form SF1442 (Page 00010-1), Item 8. Telephone modifications or withdrawals, other than telecopier, will not be accepted. All bid modifications or withdrawals must be signed by the bidder or its authorized representative. Any questions regarding these procedures should be directed to the Omaha District's Contracting Division at (402) 221-4265. This number should also be used to verify the receipt of messages.

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

9 BID GUARANTEE.

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

10 PERFORMANCE AND PAYMENT BONDS.

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

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

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

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

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

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

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

12 NORTH AMERICAN CLASSIFICATION SYSTEM (NAICS).

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

13 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)

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

14 PAYMENT PROTECTION.

For projects less than $100,000, the Contractor shall be responsible for providing payment protections in accordance with Section 00700 CONTRACT CLAUSES clauses "Alternative Payment Protections" and "Inapplicable Provisions and Clauses".

(NOTE: FACSIMILE ACKNOWLEDGED RECEIPT OF AMENDMENTS IS AUTHORIZED.)

15 (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.)

16 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.

17 (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)

18 (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)

19 (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.

20 (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).

21 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.

22 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.

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

22.1 (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)

22.2 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.

22.3 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.

23 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.

24 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). .

25 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.

26 COLORADO SALES AND USE TAX.

Specific exemption from the Colorado Sales and Use Taxes will be granted by the Colorado Tax authorities with respect to all materials used by a prime Contractor or subcontractor and which are built into structures furnished under contract to a Government agency. The Colorado Sales and Use Taxes shall be excluded from the bid prices. Exemption certificates are available to both Contractors and subcontractors provided personal application is made therefor to the Department of Revenue, State of Colorado, State Capitol Annex, Denver, Colorado. The Contractor or subcontractor will be required to submit the date of the contract, the amount of the contract, and the proposed date for completion of the contract. Telephone: (303) 534-1208 (General Information).

26.1 CITY TAXES.

The Municipality of Colorado Springs also has a sales and use tax. The Municipal tax authorities should be contacted by the bidder to determine applicability of the tax to this project.

27 (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) Information regarding a site visit is currently not available and will be posted on the Omaha District Advertised Solicitation website (http://ebs-nwo.wes.army.mil) when it becomes available.

28 BIDDER'S QUESTIONS AND COMMENTS.

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

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

Items for Question	Points of Contact/ Phone numbers/ FAX Numbers	E-mail Addresses
Contractual Matters: Ordering CD-Rom of the plans and specifications (limit One per firm)/ amendments**/ Bid Results (See Paragraph AVAILABILITY OF BID RESULTS, below)/ Receipt of Bids	Loreen Blume 402-221-4265 (phone) 402-221-4199 (Fax)	Loreen.K.Blume@usace.army.mil
Planholder's List	See paragraph: PLAN HOLDER'S LIST, below.	
Small Business Matters	Hubert Carter 402-221-4110 (phone)	hubert.j.carter@usace.army.mil
Technical Contents Of Plans and Specification	Vincent Turner 402-221-4561 (phone) 402-221-4190 (Fax)	Vincent.C.Turner@usace.army.mil
	Or	
	Specifications Section Joel Woods 402-221-4529 (Phone) 402-221-3842 (Fax)	Joel.D.Woods@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.**

28.1 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/

28.2 AVAILABILITY OF BID RESULTS (Local Clause/Provision)

Bid results will be available after bid opening on the Government'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 (Blume), 106 South 15th Street, Omaha, NE 68102-1618.

29 (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.

30 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

31 (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)

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

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

33 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).

34 (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 (AUG 2003) [For Contracts over $100,000]

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

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) <u>REPRESENTATION</u>. 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.

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SECTION 00700

CONTRACT CLAUSES

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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 (AUG 2003) [For Work on Federal Facilities]

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

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

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

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

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

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

(End of clause)

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 (AUG 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 used in the performance of this contract is exempt from the

requirement to file an annual Form R if—

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

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

(3) The facility does not meet the reporting thresholds of toxic chemicals established under 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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

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

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

(iii) Major group codes 20 through 39.

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

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

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—

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

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall—

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

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

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

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

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

(End of clause)

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) [For Contracts Exceeding $100,000]

(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) [For Contracts Exceeding $100,000]

(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) [For Government Property over $100,000]

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property Administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America 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) [For Government Property $100,000 or Less]

(a) The Government shall delivery to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changed clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America 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 Decisions CO030012 (Heavy) and CO030006 (Building)
Contractor Distribution List (For Contract Drawings)

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 540 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $790.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

In case the Contracting Officer determines that seeding, 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 PHASING REQUIREMENTS

See Section 01020: PROJECT PHASING

1.5 MISSION DELAYS

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 mission delays and resultant impact to normally scheduled work. Actual mission delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The contractor shall expect 15 working days of mission delays. This will cover occurrences due to heightened force protection and/or prohibiting contractor access to the site. If the number of actual mission delay days exceeds the number of days anticipated, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent work days as listed in the initial contract completion schedule.

1.6 GOVERNMENT CONTRACTORS AND JOINT OCCUPANCY

In order to achieve full operational facility readiness, the Government shall undertake and award separate contracts for additional work at, in, or near the project site and facility construction required by contract. The contractor shall fully cooperate with the other Government contractors and with the Government employees, and shall carefully adapt scheduling and performance of the work under this contract to accommodate the joint occupancy work of other Government Contractors, heeding any direction that may be provided by the Contracting Officer. The contractor may not commit or permit any act that will interfere with the performance of work by any other contractor or Government employees. The phasing plan will address a 120 day joint occupancy period for Tele-Communications room located in the HQ Bed-down Addition. (Rooms B118, 1125, 2139) Government contractors shall also be provided joint occupancy usage along pathways for connectivity from the telecommunications rooms. The phasing plan will address a 120 day joint occupancy period for the Contingency Operations Center (B080 & B080a) and equipment rooms (B086, B073, B070a, B070b) and corridor B079. The phasing plan will also address a 90 day joint occupancy period for the food service vendor in Court 1112, and 1127a, and a 90 day joint occupancy for electrical room B110. The actual date of completion and availability of spaces requiring joint occupancy will be clearly designated in the phasing plan. Changes to the dates upon acceptance of the contractor phasing plan will be coordinated with the contracting officer.

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS

1.7.1 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 CD-ROM containing the 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.

1.7.2 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.

1.7.3 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.

1.7.4 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.

1.7.5 Inventory of Contract Drawings

The Contractor shall implement and account for all construction drawings circulated on this project. A list of all participants receiving drawings shall be given to the Contracting Officer. The inventory list shall be updated and changed as necessary to fully account for users of the drawings. Upon completion of the project, all contract drawings distributed shall be turned over to the Government.

1.8 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

Utility Interuption and Outage Plan; G-AO.

Landscape Establishment Plan; G-AO
Meter(s) Type(s); G-AO
Watering Times; G-AO
Metering Reading Data; G-AO
Landscape Establishment Plan; G-AO

Contractor shall develop a landscape establishment plan. Plan shall include landscape establishment inclusive of schedule and watering required for root sod or seed. Plan shall be submitted with plans showing the location, type of meter, and meter reading schedule.

SD-02 Shop Drawings

Equipment Room Drawings; G-AO.

1.9 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)

1.10 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 Project Manager.

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. Meters shall be installed by the Contractor to determine the amount water and electricity used by him, and such utilities will be paid for by or charged to the Contractor. 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. Contractor shall install temporary water meters for the duration of the project for all areas where water is used for this contract. The contractor shall keep track of all water usage used in the construction project process during all declared water restrictions. The data gathered will be compiled weekly and submitted at the weekly coordination meeting. The government will use this data to insure proper water management is maintained.

1.11.1 Water Resrictions

The state of Colorado is under drought conditions and will be conserving water for years to rebuild the water reservoirs. The City of Colorado Springs provides water to Peterson AFB and is thus under its water regulations and jurisdiction. The City of Colorado Springs maintains a web site that declares which condition of water conservation the jurisdiction is setting. The website is www.csu.org. Violation of these conservation requirements is punishable by fines issued by the City of Colorado Springs to Peterson AFB. If Peterson AFB is fined because of actions of the contractor, the base fine onto the contractor via the Contracting Officer. This requirement is broken down into establishment and post establishment of landscaping and general water use. Failure of the contractor to follow the restrictions of this specification and the City of Colorado Springs Utilities CAN result in fines and penalties as listed on the website AND

contained herein. The Contractor shall follow the requirements below during posted watering restrictions by the Colorado Springs Water Shortage Ordinance at www.csu.org and supplemented by the Peterson Alternate Water Management Plan contained herein this specification. These restrictions are for post establishment landscaping.

Stage I Water Restrictions: Voluntary reductions of 5% from current usage.

Stage II Water Restrictions: During Stage II water restrictions the contractor shall develop irrigation schedules for submission to the contracting officer and the Chairman of the Water Conservation Council (WCC) for approval. The WCC is located at 21CES/CEOE, 719-556-4158. If not within the guidelines for water reduction levels below, contractor shall resubmit until approved.

Level A - Contractor shall achieve a 10% reduction on developed baseline through the contractor, contracting officer and the chairman of the WCC. Level A allows irrigation of 3 times per week.

Level B - Contractor shall achieve a 26% reduction on developed baseline through the contractor, contracting officer and the chairman of the WCC. Level B allows irrigation of 2 times per week.

Level C - Contractor shall achieve a 43% reduction on developed baseline through the contractor, contracting officer and the chairman of the WCC. Level C allows irrigation of 1 time per week.

Level D - Contractor shall achieve a 50% reduction on developed baseline through the contractor, contracting officer and the chairman of the WCC. Level D allows irrigation of 2 times per month.

Level E - Contractor shall achieve a 58% reduction on developed baseline through the contractor, contracting officer and the chairman of the WCC. Level E allows irrigation of 1 time per month.

Stage III Water Restrictions. Restrict outdoor watering to irrigation necessary to sustain large trees and special cases as approved by 21 SW/CC. Contractor shall comply with this directive as coordinated through the contracting officer via the WCC. Anticipate turf grass loss. 21 SW Commander will direct further restrictions within grounds irrigation plan.

1.11.2 Liability

The contractor shall not be relieved of liability for the establishment and maintenance of landscaping within the project while water restrictions are in effect.

1.11.3 Irrigation methods

Provide guidance and limitations imposed on various watering methods while restrictions are in place. Contractor is not restricted to methods.

a. Hand watering - no restrictions for bucket or truck watering. Hoses shall have positive shutoff and not be left unattended. Drip irrigation system and micro sprays will be considered on a case-by-case basis by the WCC. The contractor shall submit equipment, design and watering schedule for hand watering and approval obtained from the Contracting Officer and the WCC before watering begins.

b. Irrigation systems temporary or permanent.

Pop Up sprinkler zones shall not run for more than 20 minutes.

Impact sprinkler zones shall not run for more than 45 minutes.

1.11.4 Watering Times

Watering times shall be between the hours of midnight to 9:00 am and 6:00 pm and midnight on the designated day within the contractors approved schedule based on the watering restrictions declared above. Contractor shall produce a plan with watering schedules complete with drawings showing zones and water flows for each zone, which shall be subject to inspection. This plan includes before establishment, establishment, and post establishment. The plan is for approval by the WCC via the Contracting Officer.

All other base irrigation will be shifted to night schedules as soon as the freezing threat is gone at the beginning of the season. Daytime watering will be coordinated with the chairman of the WCC and the contracting officer based on freeze threat or special cases, examples: such as equipment failure and the landscape missed its designated watering.

In addition to the requirement above zones adjacent to sidewalks and areas where pedestrians can get sprayed shall not be watered after 6:00 AM.

If the number of zones cannot fit into this watering time window the contractor must demonstrate this case and request permission for an alternative schedule to the WCC via the contracting officer. However, this is not permission to under design the size of the irrigation system. If design is required the system shall be designed to operate under the time windows here specified.

1.11.5 Landscape Establishment

This includes the establishment of all landscape to include sod (turf), shrubs, bushes, tree, perennials, annuals, etc.

1.11.5.1 Landscape Establishment period.

The establishment period runs for 24 days for turf grass (sod or seed) and 11 days for other landscape material. The alternative irrigation schedule set forth during the establishment period in the landscape establishment plan only applies to the installed landscape material for the purpose of establishment. Contractor shall comply with this directive.

1.11.5.2 Landscape Establishment Period Restrictions

Stage II level A & B: no landscape establishment is permitted from July 15th through August 15th.

Stage II Levels C-E: no landscape establishment is allowed from May 1st through September 30th.

Stage III: No landscape establishment is authorized in a Stage III declared drought. If the Stage II levels C through E or Stage III higher levels of restriction are in force; a credit, a reduction of work, or some other equitable adjustment shall be negotiated through the contracting officer based on uncontrollable circumstances.

1.11.5.3 Maintenance of Irrigation Systems

The contractor shall maintain the irrigation system such that water running onto paved areas or into storm sewers shall be minimized.

1.12 INFRASTRUCTURE AND UTILITY SERVICE INTERRUPTIONS

An overall infrastructure and utility outage plan shall be submitted for approval with tentative scheduled dates for interruptions. The plan shall lump required work for interruptions together so as to minimize impacts to fire lanes and operations of buildings 1, 2 and 3. The contractor will identify all interruptions in the initial plan and indicate required interruptions/outages with proposed dates. Approval of the initial plan is required. Upon each specific outage outlined in the initial plan, submit a detailed notification, for final approval and acceptance 30 days prior to performing the actual interruption/outage. Infrastructure and utilities include, but are not limited to, parking lots, roads, gates, security dirt/gravel roads, security systems, sidewalks, entrances, doors, water systems, irrigation, irrigation controls, lighting external and internal, water, fire detection, electrical power and UPS. The Contractor shall submit written notification not less than 30 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 be responsible for securing digging permits. The Contractor will be provided a blank AF Form 103 and shall be responsible for signatures and coordination with communications, fire department, plumbing shop, electrical shop, grounds shop, environmental, safety, security police, base operations and any affected public utility. 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. Roads shall not be closed at any time for utility work. All utilities crossing beneath any paved road will be installed via boring and jacking.

Information on intended road closings shall be submitted 30 days in advance to the Contracting Officer, for approval, prior to and execution of road closing. All road closings will published in the base newspaper, once approved.

1.13.1 Fire Lanes

Fire Lanes shall be open for emergency vehicle traffic at all times. The Fire Lane locations are as follows:

a. Building 1: The loading dock road located on the south of the facility and running east and then north to the Fire Department Connection.

b. Building 2: The road running from the Entry Control Point to the loading dock to the Fire Department Connection.

c. Building 3: The road running from the Entry Control Point, turning south, and to the south of the facility.

These fire lanes shall remain open at all times. The government reserves the right to move vehicles or supplies out of these fire lanes at the contractor's expense.

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
(08)	(05)	(04)	(04)	(06)	(04)
Jul	Aug	Sep	Oct	Nov	Dec
(07)	(05)	(03)	(02)	(03)	(06)

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 AND ACCESS REQUIREMENTS

1.16.1 Security Requirements

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 Peterson AFB Access Requirements

a. Each Contractor and Contractor employee to work on the job at PAFB must obtain a vehicle pass to enter the base. The pass will be obtained the first day of work at the Base, or not later than the next working day. To obtain a vehicle pass, the vehicle operator must have in his/her possession, a current valid driver's license, current vehicle registration, and current proof of insurance. Badging is issued at the Visitor's Center and is located outside the North Gate. Procedures for obtaining badging and base passes will be identified at the Pre-Construction Meeting. Expired/unregistered vehicles will not be allowed on the base. Employees who are terminated from employment will surrender any and all identification media and vehicle passes to their immediate supervisor, who will in turn surrender the same to the Pass and ID Office. The supervisor will immediately escort the terminated employee off base and notify Base Police of the termination. The Contractor shall provie the Peterson AFB Base Security Police a copy of a completed "Contractor Employee Verification List" Attachment, which is to include the names of all subcontractors and suppliers, and the names and social security numbers of all employees requiring access to the Base. The list shall be revised in its entirety and a new copy provided to the Peterson AFB Security Police as persons/companies are added and/or deleted.

b. Fuel Trucks: Fuel truck deliveries are covered by a separate Entry Access List. Each driver shall have a contractor badge and be escorted onto base. Another contractor already cleared and on the Base Entry Access List can escort the Fuel truck driver. The Entry Access List for Fuel Trucks (EALFT) is kept with the 21SW/AT office, phone 556-6739. The fuel truck driver must be on the list and the Base EAL before entering the West Gate or the Contractor Construction Gate (See Section 01025). The following information is required: Full Name, Company Name w/phone number, Drivers License number with State of Issue. The drivers' social security number must be provided if requested. Fuel truck deliveries to the Construction Contractor's Gate has additional requirements in the Contractor Construction Gate specification.

c. All driver's on PAFB will have in their possession a valid driver's license, valid vehicle registration, and proof of vehicle insurance while operating any vehicle. If vehicle is registered to someone other than the operator, the operator must provide a notarized letter from the registered owner, authorizing the operator permission to operate the vehicle. All vehicles entering or leaving PAFB are subject to search.

d. Contract Superintendent must notify Base Police through the Contracting Office prior to any work performed on non-scheduled hours/days (evenings, weekends, holidays). Any personnel working on non-scheduled hours/days must check in with Base Police prior to and at the completion of the work.

e. All equipment and materials are the responsibility of the Contractor. Make sure that all equipment and materials are properly secured at the end of the work day. Any work area found by Base Police to be unsecured will be checked for intruders and the responsible Contract Superintendent will be called in to secure the areas/equipment.

f. If any roadway is to be blocked for any reason, the Contractor must notify, through the Contracting Office, the Base Police of the blockage, prior to the blockage, and must insure that proper signs are installed to divert traffic around the affected area. As much lead time notification as possible is appreciated for proper coordination, and notification of other activities on base.

g. Contractors, Subcontractors and all personnel who report for work, and do not know the location of the job site, will be held at the gate to await escort service from the Construction Superintendent.

h. Base speed limits are strictly enforced with the use of radar equipment. The base speed limit is 30 MPH, unless otherwise posted. The speed limit through the gates is 20 MPH. Motorcycle operator/riders must wear protective headgear (helmets) while riding on base. Mandatory seatbelt laws are in effect on base. Seatbelts must be fastened prior to entering the base. All motor vehicle traffic must enter the base via the main gate, .

i. No privately owned weapons or contraband (drugs, etc.) are permitted on any military installation, at any time. Violators will be prosecuted. Cameras are also considered to be contraband on this installation.

j. The base security police can at any time enter the construction site and sweep the area with bomb sniffing dogs. They can search any container, vehicle, or contractor personnel on the installation, or within the construction boundaries. The security police can also detain and question

any person(s) deemed a potential threat by the Air Force.

k. Peterson AFB is considered to be a closed facility. No unauthorized tours or visitors will be allowed on the installation.

l. The Base Security Police emergency number can be obtained at the Pre-Construction Meeting. This number provides emergency police, fire, and ambulance service, 24 hours a day, 7 days/week.

1.16.3 Peterson AFB Gate Operation and Entry Requirements

All traffic coming and leaving PAFB is subject to search and shall comply with requirements of the Threat Condition Codes. All persons entering PAFB must have a military ID or a Contractor Badge and vehicles must be registered.

1.16.3.1 North Gate

Contractors are not allowed to use the North Gate for entrance to PAFB. No exceptions will be made.

1.16.3.2 West Gate

The West Gate (Main Gate) to PAFB is always open except when directed by the base commander under conditions of National Security. All commercial vehicles shall use the right lane of the West Gate. A commercial vehicle is defined as any vehicle that has signage on it, is carrying materials such as in a pickup truck, a moving van, a panel truck, a supply truck, and any vehicle that the 21SFS shall designate a commercial vehicle. All commercial vehicles will be searched. The gate experiences up to 30 minute delays during morning congestion between the hours of 0700 to 0800. After 0800, delays of approximately 5 minutes are typical. The contractor is asked to keep large truck deliveries between the following hours: 0500-0600, 0800-1200 and 1300-1800. This will reduce the congestion at the gate for everyone.

1.16.3.3 East Gate

The East Gate is for morning hours use with personally owned vehicles only **(No Commercial Vehicles are allowed at this gate)**. This gate is open 0500-0900, Monday through Friday only. The contractor's employees driving personally owned vehicles can use the East Gate. The gate is usually the least congested on PAFB. The government reserves the right to close and prohibit access at this gate when it deems necessary.

1.16.4 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 below 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 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.

1.24 CONSTRUCTION PROJECT SIGNAGE

On commencement of work the Contractor shall furnish and erect temporary signs at the following locations:

-Construction Contractor Access Road at HWY 94
-Trailer Compound
-B2 at location as directed by the Contrcating Officer.

The Contractor shall maintain all signs in good condition through the project construction period. Upon completion of the project, the Contractor shall remove all signs from the premises. All project signs shall conform to the requirements shown on the drawings. All signs shall bare emblems for the USAF Space Command, NORAD, NORTHERN COMMAND and a decal of the Corps of Engineers "Engineer Castle". The emblems will be furnished the Contractor upon request.

1.25 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.

1.26 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, local commercial telephone service, 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, telephone and water, all at no cost to the Government, except the Contractor will not be liable for Government long-distance calls. The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the work.

1.26.1 Construction Trailer Utilities

1.26.1.1 Electrical and Water Service Entrance

See Section 01025: CONTRACTOR CONSTUCTION GATE for utility easement information. An overhead electrical line and water line from off base shall be reused by the contractor. The City of Colorado Springs Utilities owns the power and the Cherokee water district owns the water. The contractor shall make arrangements with utility owners for these utilities and pay all costs associated. This activity is excluded from the specified use of reasonable amounts of utilitiy usage listed herein. The Government has no involvement with the servive entrance utilities. The existing power line is an 800 amp overhead service. After coordination with the City of Colorado Springs and adjacent easement owner, the contractor shall demolish this electrical service back to Highway 94 in its entirety. The water line is a 0.75-inch line and is listed as nonpotable. The contractor is responsible for any and all work to restore or improve the water service. The contractor shall coordinate with the City of Colorado Springs and the adjacent easement owner to demolish this water service back to Highway 94 at the tap.

1.26.1.2 Sewage

The site has one sewage tank installed with a capacity of 250 to 300 gallons. The contractor shall be responsible for the removal and disposal of waste using this sewage tank as well as connecting it to the construction trailers and performing any and all necessary work to make the sewage system operational. Upon project completion, the contractor shall remove all temporary construction sewage system connections.

1.27 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)

1.28 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 1 or 2 day informal team building workshop at a location as directed by the contracting officer or his representatives. Follow-up workshops of 1 or 2 days duration may be held periodically throughout the duration of the contract as agreed to by the Contractor and the Government. Costs of the facilitator and facilities for the workshops will be shared equally by the participants.

1.29 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.

1.30 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.

1.31 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.

1.32 WAGE RATE APPLICATION

1.32.1 Building Schedule

Applicable to all work required within 5 feet outside the building lines.

1.32.2 Heavy Schedule

Applicable to all work required beyond 5 feet outside the building.

1.33 (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
10.9	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 Colorado Springs SMSA-1720, which El Paso County is a part of.

1.34 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.

1.35 BASE HOURS

Base operation hours are 6:00 a.m. to 6:00 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 --

GENERAL DECISION CO030006 06/13/03 CO6

General Decision Number CO030006

Superseded General Decision No. CO020006

State: Colorado

Construction Type:
BUILDING

County(ies):
EL PASO

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	06/13/2003

COUNTY(ies):
EL PASO

BRCO0007B 05/01/2002

	Rates	Fringes
BRICKLAYERS	21.27	6.60

CARP0001E 05/01/2003

	Rates	Fringes
CARPENTERS:		
All Other Work (Including Formbuilding/Formsetting)	22.10	6.20

ELEC0113B 01/01/2003

	Rates	Fringes
ELECTRICIANS (Including Low Voltage Wiring and Installation of Fire Alarms, Computers, Telephones and Temperature Controls)	24.10	3%+10.59

ELEV0025B 01/01/2003

	Rates	Fringes
ELEVATOR CONSTRUCTORS	26.935	9.355+a

FOOTNOTE:
a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

SEVEN PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

ENGI0009E 05/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Backhoe, under 3/4 yd.	20.62	5.77
Backhoe, 3/4 yd. and over	20.77	5.77
Cranes		
50 tons and under	20.77	5.77
51 to 90 tons	20.92	5.77
91 to 140 tons	21.07	5.77
141 tons and over	21.83	5.77
Front End Loader:		
up to and including 6 cy	20.62	5.77
over 6 cubic yards	20.77	5.77
Belt & Elevating	21.07	5.77
Roller:		
self-propelled, rubber tires under 5 tons	20.27	5.77
self-propelled, all types over 5 tons	20.62	5.77
Scraper:		
single bowl under 40 cubic yards	20.77	5.77
single bowl including pups 40 cubic yards and over and tandem bowls	20.92	5.77
Water Wagon	20.77	5.77
Trackhoe	20.77	5.77

IRON0024E 08/01/2002

	Rates	Fringes
IRONWORKERS, Structural and Reinforcing	22.00	5.75

LABO0720B 05/01/2003

	Rates	Fringes
LABORERS:		
Common and Concrete/Mason Tenders	14.20	4.55

PAIN0930A 07/01/2002

	Rates	Fringes
GLAZIERS	25.00	5.55

PLAS0577C 05/01/2003

	Rates	Fringes
CEMENT MASONS/ CONCRETE FINISHERS	22.80	5.65

PLUM0058A 07/01/2002

	Rates	Fringes
PIPEFITTERS (Including HVAC pipe)& PLUMBERS (Excluding HVAC work):	24.95	7.40

ROOF0058A 05/01/2003

	Rates	Fringes
ROOFERS	17.50	3.43

SHEE0009A 07/01/2002

	Rates	Fringes
SHEET METAL WORKERS (Includes HVAC duct and installation of HVAC systems)	24.94	9.65

SUCO1014A 12/20/2001

	Rates	Fringes
CARPENTERS:		
Acoustical	15.02	.76
Drywall Framing/Hanging and Metal Stud Work	15.16	2.33
DRYWALL FINISHERS/TAPERS	14.42	.62
MECHANICAL INSULATORS/ ASBESTOS WORKERS (Including application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	13.88	
PAINTERS:		
Brush, Roller & Spray	11.29	3.11

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:

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

CO030006-5
6/13/2003

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GENERAL DECISION CO030012 06/13/03 CO12

General Decision Number CO030012

Superseded General Decision No. CO020012

State: Colorado

Construction Type:
HEAVY

County(ies):

ADAMS	DOUGLAS	MESA
ARAPAHOE	EL PASO	PUEBLO
BOULDER	JEFFERSON	WELD
DENVER	LARIMER	

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ADAMS	DOUGLAS	MESA
ARAPAHOE	EL PASO	PUEBLO
BOULDER	JEFFERSON	WELD
DENVER	LARIMER	

ASBE0028A 01/01/2003

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	18.57	5.95

BRCO0007F 01/01/2002

	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS, AND JEFFERSON COUNTIES		
BRICKLAYERS	21.27	6.60

BRCO0007G 05/01/2002

	Rates	Fringes
EL PASO AND PUEBLO COUNTIES		
BRICKLAYERS	21.27	6.60

CARP2834A 05/01/2003

	Rates	Fringes
MILLWRIGHTS	24.49	6.66

ELEC0012D 09/01/2002

	Rates	Fringes
PUEBLO COUNTY		
ELECTRICIANS:		
Electrical work where the total cost is $200,000 or less	18.98	7.94
Electrical work where the total cost is over $200,000	23.74	7.94

ELEC0068A 06/01/2002

	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES		

ELECTRICIANS	26.91	8.64

ELEC0111A 09/01/2002

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman	27.36	20.75%+2.30
Groundman	14.05	20.75%+2.30

ELEC0113C 01/01/2003

	Rates	Fringes
EL PASO COUNTY		
ELECTRICIANS	24.10	3%+10.59

ELEC0969B 06/01/2000

	Rates	Fringes
MESA COUNTY		
ELECTRICIANS	20.35	4%+5.14

ENGI0009A 05/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Blade:		
Rough	20.62	5.77
Finish	20.92	5.77
Bulldozer	20.62	5.77
Cranes:		
50 tons and under	20.77	5.77
51 to 90 tons	20.92	5.77
91 to 140 tons	21.07	5.77
141 tons and over	21.83	5.77
Forklift	20.27	5.77
Mechanic	20.77	5.77
Oiler	19.92	5.77
Roller:		
Self-propelled, rubber tires under 5 tons	20.27	5.77
Self-propelled, all types over 5 tons	20.62	5.77
Scraper:		
Single bowl under 40 cubic yards	20.77	5.77
Single bowl, including pups 40 cubic yards and over and tandem bowls	20.92	5.77
Trackhoe	20.77	5.77

IRON0024F 08/01/2002

	Rates	Fringes
IRONWORKERS:		
Structural	22.00	7.61

LABO0086A 05/01/2003

	Rates	Fringes
LABORERS:		
Pipelayer	16.29	4.25

PLUM0003E 07/01/2002

	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half), JEFFERSON, LARIMER AND WELD COUNTIES		
PLUMBERS	26.52	6.64

PLUM0020B 07/01/2002

	Rates	Fringes
PUEBLO COUNTY		
PLUMBERS & PIPEFITTERS:		
Free Zone - 0 to 40 miles	19.85	6.81

Zone 1 - 40 miles and over: $19.85 per hour + $32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.

Hazardous pay: Add $2.20 per hour to base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.

PLUM0058B 07/01/2002

	Rates	Fringes
EL PASO AND DOUGLAS (Southern half) COUNTIES		
PLUMBERS & PIPEFITTERS	24.95	7.40

PLUM0145B 05/01/2002

	Rates	Fringes
MESA COUNTY		

PLUMBERS & PIPEFITTERS	21.28	6.45

PLUM0208J 07/01/2002

ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS (Northern half), LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTERS	26.62	6.54

SHEE0009B 07/01/2002

	Rates	Fringes
SHEET METAL WORKERS	24.94	9.65

SUCO1033A 12/20/2001

	Rates	Fringes
BOILERMAKERS	17.60	
CEMENT MASONS/CONCRETE FINISHERS	17.31	2.85
CARPENTERS:		
Form Building and Setting	16.97	2.74
All Other Work	15.14	3.37
IRONWORKERS, Reinforcing	18.83	3.90
LABORERS:		
Common	11.22	2.92
Landscape	12.56	3.21
Flagger	8.91	3.80
PAINTERS:		
Brush, Roller & Spray	15.81	3.26
POWER EQUIPMENT OPERATORS:		
Backhoe	16.36	2.48
Front End Loader	17.24	3.23
Skid Loader	15.37	4.41

TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
Pickup	14.21	5.27
Tandem/Semi and Water	14.93	5.27

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.

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Wage and Hour Division
U. S. Department of Labor
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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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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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Sol. No. DACA45-03-B-0005
Project Title: NORTHCOM BED-DOWN
Project Location: PETERSON AFB, CO
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 (Vince Turner) CENWO-OC CENWO-CD-CA (Contract Admin) CENWO-CD-QR CENWO-LM-S CEMRO-CT (Loreen Blume) 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)
Rocky Mountain Area Office US Army Corps of Engineers 1050 South Academy Blvd., Suite 100 Colorado Springs, CO 80910		2 (1/2 size) 1 (full size)
Peterson AFB Project Office c/o Air Force Resident Office US Army Corps of Engineers 771 Goodfellow Street Bldg. 1319 Peterson AFB, CO 80914-2740		2 (1/2 size) 1 (full size)
AFSPC/CEPJ Attn: John Moreau, 771 Goodfellow St (B1319) PAFB, CO 80914-2740		4 (1/2 size)
AFSPC CSS/SCIT John Reilly, 719.554.6055 150 Vandenberg St, Suite 1105 PAFB 80914-4730		3 (1/2 size)

HQ NORAD/USNORTHCOM-J4G Capt Brian Brech, 719.554.6016 250 Vandenberg Street Ste B016 PAFB, CO 80914 21CES/CEOE Andy Vehige, 719.556.1526 580 Goodfellow St PAFB, CO 80914-2370		8(1/2 size)
21CES/CEOE Andy Vehige, 719.556.1526 580 Goodfellow St PAFB, CO 80914-2370		2(1/2 size)
21CES/CEC Bill Schlepuetz 580 Goodfellow St PAFB, CO 80914-2370		2(1/2 size)
Merrick & Company ATTN: Jon Delay 2450 S. Peoria Street Aurora, Colorado 80014		8(1/2 size)

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SECTION 01020

CONSTRUCTION PHASING

PART 1 GENERAL

The Contractor shall submit a Construction Phasing Plan, for approval, which shall include the phasing and sequencing of construction work operations listed below. The Construction Phasing Plan shall detail all utility outages and building access/operational interruptions and indicate the sequence for utility re-routes and building demolition/remodeling activities, so as to minimize service outages and interruptions to existing facilities. Utility requirements for construction shall be complete with all systems tested and fully operational prior to the start of demolition on site retaining walls, remodeling of existing building interior and excavating for new foundations. The following phasing/schedule items shall be addressed and included in the plan and clearly demonstrate an understanding of current operations and access requirements of the base and user agencies. Requirements given below shall be complied with and addressed in the Construction Phasing Plan, identify any other elements of construction operations, which can effect day-to-day operations of government personnel. The goal of the plan is to have uninterrupted access and operations for government employees with reduced utility interruptions within the Hartinger Building (Bldg 1), NORAD-NORTHCOM Building (Bldg 2) and ARSPACE Building (Bldg 3).

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Phasing Plan; G-AO

Provide a fully comprehensive Construction Phasing Plan, which demonstrates understanding compliance of all Phasing Elements within this specification.

1.2 CONSTRUCTION PHASING ELEMENTS

1.2.1 Phase 1 - Mobilization

(1) The Contractor's Haul Route/Access will be through the West Gate by installation roadways to the staging and project site areas shown on the drawings. All workers shall be required to show a contractor's badge prior to entering Peterson AFB. The badge shall be worn and clearly displayed at all times while on Peterson AFB.

(2) A chain link construction perimeter fence 1.82 meters high shall be installed around areas identified as "Work Limits" on the drawings and a separate fence shall be installed around the staging area. The staging area shall include a designated area for field offices,

construction parking and equipment/material staging. The "Work Limits" zone will include the area for the new NORTHCOM Addition as well as the NORAD Battle Management Operations Center. Construction area fences shall be moved as needed during the course of the work so as to limit the restricted area to the minimum needed during trenching and construction for site utilities. Building exit doors shall have direct access through the construction zone fencing to allow occupants proper egress from the building.

(3) The Government and Contractor Field Offices shall be located as designated on the drawings. All contractor private vehicles shall be parked within designated areas at the contractor-staging site. No construction vehicles, materials, equipment or construction staff personal vehicles shall be parked on roadways or in parking lots around buildings 1, 2, and 3. The Contractor shall limit the number of construction vehicles within the "Work Limits" to the minimum necessary for efficient operations. The contracting officer or contracting officers representative(s) can direct the removal of any vehicle(s) within the construction boundaries. Contractor shall remove vehicle(s) immediately, if directed to do so.

(4) The area for construction parking and material staging shall be established/surveyed by the contractor as needed for the contractor setup area around the trailers. If additional area is needed, provide a justification request to the Government. An area for stockpiling excess soil from building foundation excavation will be established south of the Staging area as shown on the drawings. Provide an Intermediate Haul Route consisting of non-paved roadways to and from Staging Area, Work Sites and soil stockpile area. Haul route can be comprised of any existing temporary roads and the blading of new temporary roads as required. The contractor shall maintain these existing and new temporary roads during the period of construction. All temporary roads created by the contractor shall be returned to their original pre-contract condition at the completion of construction. The contractor shall provide traffic control around the project site, as needed, whenever construction traffic will be actively intersecting roadways with other traffic.

(5) A temporary gravel, recycled asphalt, and/or recycled concrete base shall be provided at the construction parking area. Temporary concrete sidewalks shall be provided for access to the Government and Contractor Field Offices. Temporary concrete sidewalks of standard cast-in-place construction or moveable pavers of approximate 2'x2' dimension shall be installed around the Work Areas for access around the buildings, connecting existing sidewalks and/or stoops where existing walkways are interrupted. These temporary walks shall be moved as needed during fence relocations, as noted above, to provide the least interruption to pedestrian traffic. Temporary sidewalks shall be in place prior to fence relocation. Contractor shall submit pedestrian traffic plans when walkways are interrupted. Alternate pedestrian routes shall not exceed 50 meters more than the original path due to closure of walkways. All damage to existing vegetation from the placement of temporary sidewalks shall be replaced to match original pre-contract conditions at no additional cost to the government.

1.2.2 Phase 2 - Utility Construction

Once Notice to Proceed is provided by the Government, the Contractor shall commence construction of utility re-route work within the construction

perimeter fence area, demolition, earthwork, site concrete work, paving, and site utilities. The construction work will include the following items:

(1) Start-up: Survey, demo of paving and sidewalks, and minor over lot grading shall be performed as necessary to establish grades in the new utility alignment locations. All paving and sidewalk removals for utility trenches shall be saw cut to provide straight construction joints for replacement of new pavement and sidewalks. Relocate existing trees and plants affected by the new work as indicated on the drawings or as directed by the Contracting Officer. Remove grass in line with trenching work prior to initiating the trenching work. Replace all grass areas damaged by utility construction with sod matching existing grass type. Prior to any excavation work, all irrigation lines and control wiring shall be located and potholed by the contractor ensuring continuous operation of the irrigations system. The contractor, at no additional cost to the government, shall immediately repair any damage to the existing irrigation system and control wiring. All control wires shall be marked on both sides of the cut prior to trenching work. Vegetation that dies as a result of lack of watering due to contractor damage to the irrigation system shall be replaced to match existing by the contractor at no additional cost to the government.

(2) Storm Drainage: Install a new storm drainage system as shown on the drawings. Work includes rerouting of the interior roof drainage system as shown on the drawings. Contractor shall plan and implement the construction so as to maintain an operational storm drainage system at all times during the construction. Construction activities as a result of this work, which disturb the NORAD basement area, shall require traffic control in the loading dock area. The loading dock area shall remain accessible at all times with at least one lane open for emergency Fire Department usage, connection locations, access for emergency equipment, access for routine material and equipment deliveries, and parking for senior officers. In the unforeseen event that the loading dock may have to be temporarily obstructed, work shall be performed on a scheduled weekend with advanced notice.

(3) Gas: Hot tap the gas system at each end and complete a new loop. Install new service lines and cut over to existing service line. Coordinate with building operations staff, as required in Section 00800. After the replacement service is installed and tested, cut off and seal the old main. Remove the portion to be demolished during the foundation excavation phase. The service cut-over will result in a maximum possible one-day outage of gas for the NORAD/NORTHCOM building. This work is preferred not to occur during the heating season and shall be accomplished on a scheduled weekend.

(4) Water: Hot tap the water system at each end and complete the new relocated loops. Install new service lines and tie into current building service entrances. After the new loop and services have been tested and disinfected, cut off the old main and old services, while making connections to new services. This will result in a maximum possible one-day outage of water for the NORAD building. Remove the portion of water line to be demolished as shown on the drawings during the foundation excavation phase. This water line connection work shall be completed during a scheduled single two-day weekend.

(5) Communications: The contractor shall install new manholes and conduit around the south and east side of the existing building as shown on the drawings. The existing ducts along the northeast side of

the building shall remain until all re-routes are complete. The Government will provide contractor with a sequence of bundles of fiber to remove and re-terminate. Each bundle in it's entirety shall be removed, rerouted and re-terminated separately. As each bundle is re-terminated, it shall be inspected, tested and accepted. Once all bundles are accepted, the northern entrance conduit can be capped off and removed. Because of redundant circuits, there will be no communications interruptions/outages allowed when performing this work. The contractor shall complete all re-routing of communication fiber, testing and acceptance within one month from start of work.

(6) Electrical: Set new manhole and conduit from existing ST-54 and new ST-55. De-energize ST-54 and remove conductors. Reconnect primary voltage side. Intercept existing conduit from existing transformers and connect into new manhole. Pull new feeders to existing transformers from ST-54. Inspect and test. Re-energize all services. The building backup generators shall operate and carry the necessary loads during the period that the system is de-energized. This work shall be completed during a scheduled single two-day weekend.

(7) Site Electrical: Open and close points along the primary loop, around the entire Space Command complex bordered by Vandenberg, Peterson and Paine Streets, so as to isolate adjacent building feeds. De-energize adjacent manholes feeding adjacent buildings. Pull new conductors and terminate. Inspect and test. Re-energize feeds to affected buildings. Move to next two adjacent building manholes and repeat process. This will result in several short-term power outages to the Hartinger Building, NORAD Building and ARSPACE Building. This work shall be completed during a series of two-day weekends to be scheduled and coordinated with the Government.

(8) Irrigation: Re-route irrigation main and make connections at all laterals that remain in service as indicated on the drawings. Remove the portion of irrigation lines as indicated on the drawings to be demolished during the foundation excavation phase. This work will result in an outage not to exceed one week and can be done during any season as long as supplemental irrigation is provided during high irrigation summer months. Supplemental irrigation shall be provided by the contractor at no additional cost to the government. Vegetation that dies as a result of lack of watering shall be replaced to match existing by the contractor at no additional cost to the government.

(9) Sewer: Install new sewer lines as indicated on the drawings. Sewer lines installation work shall not result in any service outage. Significant obstruction to pedestrians and disturbance to landscaping is expected due to the depth and resulting width of the trenches. Re-route walkways and construction fencing as needed to provide adequate working space and security for pedestrians. This work does not need to be completed prior to beginning foundation demolition or foundation excavation work.

(10) Dock Utilities: After the new grading and retaining walls have been completed around the Mechanical Yard, install buried chilled water piping to the NORAD/NCOC addition from the new chiller location as shown on the drawings. Also install the new storm inlet and drain needed for the expanded Mechanical Yard as shown on the drawings. This work shall not result in any service outage. Traffic control is expected in the Loading Dock area as a result of doing this work. Access to the loading dock will be maintained at all times (See Section

00800).

1.2.3 PHASE 3a - Wall Demolition and Building Excavation

Upon completion of the scope outlined within Phase 2 - Utility Construction, demolition of site retaining walls and footing excavation will start. Phase 3a work will include the following:

(1) Approximately 155-feet of existing site retaining wall as shown on the drawings north of the Mechanical Yard will be sawcut and removed, including footings. The outer wall of the northeast area way as shown on the drawings will be saw cut and removed. See description of Interior Remodel Work for penetrations into existing building.

(2) Concurrently, the building footing excavation for the NORTHCOM addition can begin. Establish a foundation-dewatering system and maintain until all footings are backfilled.

(3) Construct the foundation stabilization, install footings and perimeter foundation drain, and begin wall construction.

(4) The same operations can be conducted concurrently or subsequently for the NORAD/NCOC foundation. No site retaining walls shall be removed at the NORAD/NCOC facility.

1.2.4 PHASE 3b - Interior Remodel Work

(1) On Second Level area of Room 2111, maintain exit path from west end of Room 2111 until completion of new exit into new corridor. Limit time of obstruction of both new and existing exit to Corridor 2103 to weekends and after-business-hours. Perform interior remodel work in the existing NORAD Building only after completing the NORTHCOM building addition.

(2) On Entry Level, maintain egress from Stair 1099 at all times throughout construction. Provide temporary protection to egress path during construction.

(3) On Entry Level, provide signage at north exterior door out of Room 1067, which states that the exit is obstructed by hazardous construction. Provide temporary, professionally produced signage that clearly redirects pedestrians to Corridor 1006 to south. Text of signage shall be minimum 1-inch height, black Helvetica font on white background. Perform interior remodel work only after completion of building addition.

(4) In Basement, provide signage at southwest exterior door out of Room B045 to Stair B065, which states that the exit is obstructed by hazardous construction. Provide temporary, professionally produced signage that clearly redirects pedestrians to Corridor B022 and Stair B028 to north. Text of signage shall be minimum 1-inch height, black Helvetica font on white background.

(5) The contractor will not be permitted to execute interior remodel work in Rooms, B040, B045, B046 & B048 and associated access corridors until 60 days after the Contingency Operations Center is accepted by the government and the Existing Operational functions are shut down and transferred to the COC. Personnel will enter and egress the COC addition using exterior entrances to these areas until the contractor

completes the new ingress/egress corridors in the existing building. Once the contractor is given access to any existing area requiring alterations the contractor shall utilize sound and dust barriers to minimize disruption to building occupants. When working within a SCIF, the contractor will provide SCI-cleared security escorts during any construction in active SCIF areas. (Can be off-duty military personnel with SCI access). The Contractor shall provide the contracting officer a 2-week notice before cutting doorways from existing building into new COC, or for any disruption/penetration of a SCIF. The contractor may be required to construct temporary SCIF barriers as required to maintain integrity of mission operational functions and maintain SCIF level of construction features.

1.2.5 PHASE 4 - SITE/PARKING, SIDEWALK AND PAVEMENT CONSTRUCTION

(1) Limit access in Parking Lot No. 6 to the eastern driveway, and begin construction of the new Access Control Point and relocated west driveway into Lot No. 6. After backfilling the new additions, replace or construct new walkways and landscaping.

(2) Upon completion of all site and building exterior construction, the construction fence shall be removed. Fence location shall permit the existing parking lots and access sidewalks to be utilized as much as possible during the construction period to permit unimpeded pedestrian flow from the parking areas and between all facilities within the Command complex. Coordinate site work with the concurrent AT/FP Landscape work.

1.2.5.1 Fire and Emergency Access

The existing asphalt pavement at the north entry drive and parking lot drive adjacent to the east side of the NORAD Building will initially remain as originally depicted for fire/emergency access. Any construction in those areas must retain at least one lane for traffic at all times. Adequate fire/emergency access for site construction will be relocated as mandated by the sequence of construction but will be maintained at all times. Fire truck access to fire department connections on all sides (specifically the north side) of the NORAD Building, Hartinger building and ARSPACE building will be maintained at all times. Prior to erection or relocation of the construction fence, proper access will be reviewed with the Government. Any changes necessary to assure proper/safe access will be accomplished.

1.2.5.2 AT/FP Scheduling Requirements

During landscaping and AT/FP construction, schedule work to allow pedestrian access to all buildings from all parking lots. Provide pedestrian detours that do not add more than 165 feet of walking distance from any direction. Provide temporary, professionally produced, weather resistant signage that clearly redirects pedestrians around hazardous areas to temporary detours. Text of signage shall be minimum 1-inch height, black Helvetica font on white background.

The phasing plan shall address early construction start and completion within 6 months of Notice to Proceed the perimeter AT/FP vehicle barrier system, bollards, new traffic barrier gate at existing Hartinger Building, loading dock access road, fire lane, access road to parking lot 3, and associated south side gate. The AT/FP barrier shall be constructed to the

maximum extent practical without inhibiting the contractor's ability to move materials, vehicles within areas under construction, or areas requiring utility/site-work. At a minimum the phasing plan will address construction of the vehicle barrier perimeter along the entire west, entire, east and entire southern site perimeter and north between parking lot No. 7, and No. 7a., and along the south edge of Lot No. 6. The contractor has flexibility with the northern AT/FP perimeter to construct only vehicle barrier lengths as determined acceptable as to not impede execution of other contract elements. The contractor is not required for this phasing element to construct the berms, or install landscaping and irrigation required by and associated with the AT/FP basic bid item, only the vehicle cable barrier system and bollards. If the contractor chooses to construct the berms, and not install landscaping/irrigation, he shall maintain the berms and protect them from erosion for the entire contract duration.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01025

CONTRACTOR CONSTRUCTION GATE AND GATE SECURITY GUARDS

PART 1 GENERAL

An existing contractor construction gate and road shall be utilized for this project. The contractor shall provide and install all work, materials, management, supervision, Guard House and Guards. After construction, the contractor shall restore easements, utilities and roads in accordance with work herein and coordination with the City of Colorado Springs. Existing condition of the construction gate, road, fence and the utilities shall conform to requirements listed below. The gate will be open for the dates and times as scheduled by the Prime Contractor. The gate will be open for the entire contract period and is subject to limited operations. The gate shall operate with contractor furnished guards as defined below.

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-# Title

Qualifications. Submit for approval.Item Requiring Submittal;

Submittal Requirements

1.2 EASEMENT

The gate exists under a Temporary Access Approach Permit granted from the City of Colorado Springs Airport to the Peterson AFB Commander (21st SW/CC via 21CES/CER). The current easement is valid until Dec 31, 2006. If the contractor needs an extension to continue the easement the Contracting Officer must be notified before September 1, 2006. The contractor must extend the easement if the demolition and restoration of the construction road and gate are scheduled to take longer than the time specified in the current easement. The construction access road extends from Highway 94 south to the Northeast corner of Peterson AFB. The road has been partially demolished at the southern most portion of the construction access road.

1.3 ENVIRONMENTAL PERMITS

See Section 01355: ENVIRONMENTAL PROTECTION

1.4 GUARD HOUSE AND GATE GUARDS

Provide a weather enclosed guard house with 120V/15Amp circuits for radios,

charges, heaters, Air Conditioning, cell phones and etc. The guard house shall also be enclosed with windows, a door, and a sheltered stoop. The guard house shall be large enough to accomodate two personnel and to store equipment as necessary.

1.4.1 General

A construction gate on the perimeter of Peterson Air Force Base shall be an entry control point manned by guards in accordance with elements listed below. The Contractor shall provide all personnel, supervision and other items and services necessary to perform guard services for the construction gate at PAFB, except those items specified below in GOVERNMENT FURNISHED PROPERTY AND SERVICES. The contractor shall have a minimum of two gaurds at the gate during the hours the gate is open. One guard shall inspect incoming vehicles and the other shall check identification. The gate guards are required to provide the following:

- a visible deterrent
- monitoring and inspection of commercial trucks and suspect materials
- control personnel and materials entering and leaving the project site and prevent unauthorized access
- maintain radio communications with the PAFB Security Forces Desk (SFD)and notify the PAFB SFD of suspicious activities
- Expedite information to proper Security Forces, Police, Sheriff, Fire and Medical personnel.

The Contractor Guards shall assume full and complete responsibility for denying unauthorized entry through the gate. Work load estimates and the nature of service and number of visitors will vary from light to heavy from day to day and shift to shift. The contractor shall comply with PAFB, 21st Space Wing and 21st Security Forces Squadron policy letters and guidelines, in addition to the documents referenced in DIRECTIVES AND REGULATIONS, below.

1.4.2 Qualifications

Any personnel performing security activities must have recent experience in security related activities similar to the requirements stated and shall be bonded and insured. A background check will be done by the 21SFS on each guard. Submit a list of all personnel selected with complete qualifications. All guard personnel must be lawfully permitted to carry a firearm in accordance with the laws of the United States of America, the State of Colorado, the County of El Paso, Colorado, and the City of Colorado Springs, Colorado. All guards must be qualified with their firearm through a State of Colorado, or a National Rifle Association approved course of fire, or other course of fire acceptable to the Chief of Security Forces at PAFB. No guard shall man the gate without qualification approval by the 21SFS. All weapons qualifications are considered void on the last day of the sixth month, after qualification. The contractor must ensure weapons qualifications of all posted guards are kept valid and up to date. Each guard shall have no warrants and all information submitted to the Contracting Officer and the 21SFS must be legible and correct.

1.5 MAINTENANCE

1.5.1 ROAD

The contractor shall maintain the construction access road for grading, repairs, signage, dust control, picking up trash/debris/carcasses/etc, mowing weeds/grass when over 12 inches tall, snow removal, securing/maintaining the fence adjacent to the construction access road, access gate or gates, curb cut to Highway 94, and signage for both traffic and the project.

1.5.2 ROAD SIGNAGE

The contactor shall install all signage in accordance with the Colorado Department Of Transportation (CDOT) and in addition, post a stop sign at each end of the construction access road and "Trucks entering highway" signs east and west of the intersection on Highway 94.

1.5.3 PROJECT SIGNAGE

In addition to the project sign requirement listed elsewhere in this contract another sign will be placed at the intersection of the access road and Highway 94. The sign shall declare "AUTHORIZED CONSTRUCTION TRAFFIC ONLY / ALL OTHERS SHALL USE BASE GATES. YOU ARE ENTERING A DOD INSTALLATION AND WILL BE SUBJECT TO SEARCHES" or other instructions as required by the Contracting Officer. The size and construction of this sign shall match the project sign listed elsewhere in the contract. The sign shall be painted red with white lettering. The size of the letters shall be such that wording fills up the entire sign.

1.6 ENTRY THROUGH CONSTRUCTION GATE

1.6.1 ENTRY AUTHORIZATION LIST (EAL)

This construction access road is for the exclusive use of the contractor construction, subcontractors, and suppliers. The contractor shall create, maintain, and update an Entry Authorization List. Persons not on the "Entry Authorization List" (EAL) shall not gain entry through the gate. Entry through the gate is contingent on all of the following:

a) Contractor Badge for all contractors or Government ID for government personnel.

b) Person's name, Company Name or Organization, and Work Phone Number on the EAL.

c) If material is being delivered the driver must also have a manifest for the material.

Using visual or voice recognition for entry is not allowed.

Employees of Peterson AFB whether contractor, military or civil service, are not authorized to use this gate except where they are listed on the EAL and shall not use this gate for through traffic avoiding the base gates. This requirement is to be strictly enforced.

The contractor is responsible for maintaining both an electronic spreadsheet and paper copy of the EAL. The paper copy shall be kept at the gate when the gate is open. The list shall be updated when a new name is added and updated at the gate if it is open. This list is to be kept secure and

shredded when disposed of and safeguarded at all times. This EAL is for official use only. The electronic and paper copies area to be maintained, updated, and secured by the contractor.

1.6.2 FUEL TRUCK ENTRY AUTHORIZATION LIST (EALFT)

In addition to the Entry Authorization List an additional list shall be created and maintained by the contractor for petroleum deliveries to the site through the Construction Access Gate. This list is maintained separately by the contractor in a separate spreadsheet and submitted weekly, or with every change, to the 21SW/AT Officer via the Contracting Officer.

Fuel truck deliveries through Peterson AFB's West Gate require that the contractor submit the company name and driver's name with driver's license to the 21SW/AT via the Contracting Officer before delivery to West Gate. The driver would still require a contractors badge in addition to being on the EALFT list.

1.7 SCHEDULING OF CONSTRUCTION GATE

The contractor may schedule the gate for hours, days or weeks at a time but the total time cannot exceed 28 weeks. The contractor must schedule the use of the gate with the Contracting Officer who shall in turn coordinate with the 21SFS organization for approval of the schedule. The contractor must submit the schedule in such manner that the 21SFS has 14 days internal notice of use of the gate.

The gate's normal operating hours shall be from 0600 to 1800.

Having the gate open on weekends and outside of the hours listed here requires special permission and will be evaluated on a case-by-case basis. The Commander of Peterson AFB (21SW/CC) reserves the right to close this gate as necessary for National Security.

1.8 GATE KEY

The contractor shall pick up the key from Building 1376 on Peterson AFB and sign for the key to the gate every morning and return the key at the end of the day. The key shall not be kept more than one day. Building 1376's operation desk is open 24 hours per day and 7 days per week.

1.9 GATE OPERATIONS & GUARDS

The construction access gate shall be manned by guards as required elsewhere in this contract. No one except these guards shall open, be posted on, or close the gate. When not in open the gate shall have force protection jersey barriers positioned on the inside of the gate for its entire length. The distance between the barriers shall not be less than one meter to include the distance to the sides of the gate and the barriers.

1.10 SUBMITTALS

1.10.1 INITIAL PLANNING SCHEDULE FOR THE ENTIRE PROJECT.

The contractor shall submit to the Contracting Officer who shall then submit to the 21SFS the initial schedule plan for the construction gate. This is required when the project schedule is submitted but must be submitted before the gate is to be used as required by this specification section and with at least 14 days of internal review by the 21SFS.

1.10.2 TRAFFIC CONTROL PLAN

The contractor shall submit a traffic control plan to the Contracting Officer and to the 21CES/CER Real Estate Officer as required in the "Temporary Access Approach Permit" for approval.

This plan will describe traffic control procedures as required under the Colorado Department of Transportation, El Paso County and the City of Colorado Springs. The plan will also implement the Force Protection Measures required in this specification section.

Force Protection is required for this gate in the same manner as the other gates on Peterson AFB. The Force Protection elements shall consist of Jersey Barriers positioned so that vehicles must slow to navigate them and also such that an 18 wheeled vehicle can navigate them. The contractor is responsible for moving these barriers if unusually sized vehicles are scheduled through the gate. The force protection barrier plan shall be part

of the Traffic Control Plan and reviewed by the 21SFS and the Base Traffic Engineer.

2 PRODUCTS

2.1.1 FENCE

Fencing shall match the fencing used on the perimeter of Peterson AFB to include color. The color is a custom color.

3 DEMOLITION

The contractor shall removal all utilities described in this specification section in their entirety. They shall not be abandoned in place.

The road, signs, gate, and fence bordering the construction road shall be removed, except for that section that circumscribes Peterson AFB. The contractor shall install fence matching the existing Peterson AFB fence across the gate opening and only then remove the gate. There shall be no openings in the base perimeter other than the gate and only then with the gate guards present and working the gate.

The road shall be removed and returned to pasture land to match that soil in the pastures adjacent to the easement as required in the Temporary Access Easement. The contractor shall remove and dispose of properly any contaminated soil in accordance with all Federal, State, and local environmental law.

All utilities shall be removed as specified in the Utilities segment of this specification section: "UTILITIES FOR CONSTRUCTION TRAILERS."

PART 2 PRODUCTS

2.1 TITLE

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2.1.1 Title

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2.1.1.1 Title

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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

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 mylar 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

Drawings on polyester film, 3 or 5 mil, similar or equal to K & E Stabilene.

1.1.9 Electronic CADD Files

Electronic CADD files are files saved on CD-ROM in accordance with appropriate CADD standard. The CADD standard will include level on/off status, special characters, line wieghts, font, and size requirements.

1.2 GENERAL REQUIREMENTS

The work includes creation of 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), $50,000.00 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. 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

a. When opened, the drawing shall be seen exactly as it should be plotted.
b. The view shall be zoomed to fit the border.
c. All information in the title block shall filled in, including plot scale.
d. The information in the title block shall be correct, including the design file name and the plot scale.
e. All files shall reference an AutoCAD border supplied by the Omaha District.
f. All unnecessary information outside the border shall be deleted.
g. All files shall be purged.
h. All xrefs shall be included.
i. All fonts used shall be included with the set, even if it is the standard AutoCAD fonts.
j. An ASCII text file shall be provided with the following information: the name and phone number of the person we need to contact if we have problems, and the version of AutoCAD used to create and/or work on the drawings.
k. Both the .ctb file and the .pc3 file shall be supplied.
l. Each sheet/design shall have its own file and file name.
m. All proxy graphics shall be exploded to allow editing with AutoCAD without the use of Autodesk desktop software.

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.

3.2 SITE WORK

3.2.1 Utilities

All utilities shall be shown whether active, inactive, shown on the original contract drawings, or found on-site. The type of utility, location, general direction, size, material make-up and depth shall be shown. The location and description of any utility line or other installations of any kind known to exist within the construction area shall be shown. The location shall include dimensions to permanent features.

3.2.2 Structures

Structures above and below ground shall be shown. The size, material make-up, location, height, and/or depth shall be shown. Manholes shall show rim elevation and invert elevations as applicable. Power poles shall show electrical equipment and voltage rating.

3.2.3 Grades

Grade or alignment of roads, structures, or utilities shall be corrected if any changes were made from the contract drawings. Elevations shall be corrected if changes were made in site grading.

3.3 STRUCTURAL

3.3.1 Steel

Shop drawings that deviate from the contract drawings shall be incorporated in the As-Built Drawings.

3.4 MECHANICAL

3.4.1 Ductwork

Ductwork shall be shown to reflect actual installation and duct size. Ductwork routing changes shall be shown.

3.4.2 Plumbing

Piping and fixtures shall be shown to reflect the type of material, size and the route or location.

3.5 ELECTRICAL

3.5.1 PANELS

All contract drawing panel schedules shall be revised to show as-built conditions. Home-run circuit designation on electrical drawings shall accurately correspond to the as-built panel schedules.

3.5.2 Controls

All control diagrams in contract drawings shall be revised to reflect as-built conditions, and setpoints.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

10/00

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1.2 ORDERING INFORMATION

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS
10/00

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g. ASTM B 564 Nickel Alloy Forgings. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)

P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
Internet: http://www.aci-int.org
AOK 6/00
LOK 6/00

ACOUSTICAL SOCIETY OF AMERICA (ASA)

2 Huntington Quadrangle
Melvile, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
email: asa@aip.org
Internet: http://asa@aip.org
AOK 6/00
LOK 6/00

AGRICULTURAL MARKETING SERVICE (AMS)

Seed Regulatory and Testing Branch
USDA, AMS, LS Div.
Room 209, Bldg. 306, BARC-East
Beltsville, MD 20705-2325
Ph: 301-504-9430
Fax: 301-504-8098

Internet: http://www.ams.usda.gov/lsg
e-mail: james_p_triplitt@usda.gov
AOK 6/00
LOK 6/00

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

4301 North Fairfax Dr., Suite 425
ATTN: Pubs Dept.
Arlington, VA 22203
Ph: 703-524-8800
Fax: 703-528-3816
E-mail: ari@ari.org
Internet: www.ari.org
AOK 6/00
LOK 6/00

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)

1712 New Hampshire Avenue, NW
Washington, DC 20009
Ph: 202-483-9370
FAX: 202-588-1217
Intrnet: www.acca.org
AOK 6/00
LOK 6/00

AIR DIFFUSION COUNCIL (ADC)

104 So. Michigan Ave., No. 1500
Chicago, IL 60603
Ph: 312-201-0101
Fax: 312-201-0214
Internet: www.flexibleduct.org
AOK 6/00
LOK 6/00

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

30 W. University Dr.
Arlington Heights, IL 60004-1893
Ph: 847-394-0150
Fax: 847-253-0088
Internet: www.amca.org
AOK 6/00
LOK 6/00

ALUMINUM ASSOCIATION (AA)

900 19th Street N.W.
Washington, DC 20006
Ph: 202-862-5100
Fax: 202-862-5164
Internet: www.aluminum.org
AOK 6/00
LOK 6/00

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)

1827 Walden Ofc. Sq.
Suite 104
Schaumburg, IL 60173-4268
Ph: 847-303-5664
Fax: 847-303-5774
Internet: www.aamanet.org
AOK 6/00
LOK 6/00

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475 202-624-5800
Fax: 800-525-5562 202-624-5806
Internet: www.aashto.org
AOK 6/00
LOK 6/00

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)

P.O. Box 12215
1 Davis Drive
Research Triangle Park, NC 27709-2215
Ph: 919-549-8141
Fax: 919-549-8933
Internet: aatcc.org
AOK 6/00
LOK 6/00

AMERICAN BEARING MANUFACTURERS ASSOCIATION (AFBMA)

1200 19th Street, NW, Suite 300
Washington, DC 20036-2422
Ph: 202-429-5155
Fax: 202-828-6042
Internet: abma-dc.org
AOK 6/00
LOK 6/00

AMERICAN BOILER MANUFACTURERS ASSOCIATION (ABMA)

950 North Glebe Road, Suite 160
Arlington, Virginia 22203-1824
Ph:703-522-7350
Fax: 703-522-2665
Internet: abma.com
AOK 6/00
LOK 6/00

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)

222 West Las Colinas Blvd., Suite 641
Irving, TX 75039-5423
Ph: 972-506-7216
Fax: 972-506-7682
Internet: http://www.concrete-pipe.org

e-mail: info@concrete-pipe.org
AOK 6/00
LOK 6/00

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

1330 Kemper Meadow Dr.
Suite 600
Cincinnati, OH 45240
Ph: 513-742-2020
Fax: 513-742-3355
Internet: www.acgih.org
E-mail: pubs@acgih.org
AOK 6/00
LOK 6/00

AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)

American Wood Council
ATTN: Publications Dept.
1111 Nineteenth St. NW, Suite 800
Washington, DC 20036
Ph: 800-294-2372 202-463-2700
Fax: 202-463-2471
Internet: http://www.afandpa.org
AOK 6/00
LOK 6/00

AMERICAN GAS ASSOCIATION (AGA)

400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org
AOK 6/00
LOK 6/00

AMERICAN GAL ASSOCIATION LABORATORIES (AGAL)

400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)

1500 King St., Suite 201
Alexandria, VA 22314-2730
Ph: 703-684-0211
Fax: 703-684-0242
Internet: www.agma.org
AOK 6/00
LOK 6/00

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Publications: 800-644-2400
Fax: 312-670-5403
Internet: www.aisc.org
AOK 6/00
LOK 6/00

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)

7012 So. Revere Parkway, Suite 140
Englewood, CO 80112
Ph: 303-792-9559
Fax: 303-792-0669
Internet: www.aitc-glulam.org
AOK 6/00
LOK 6/00

AMERICAN IRON AND STEEL INSTITUTE (AISI)

1101 17th St., NW Suite 1300
Washington, DC 20036
Ph: 202-452-7100
AOK 6/00
LOK 6/00

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

11 West 42nd St
New York, NY 10036
Ph: 212-642-4900
Fax: 212-398-0023
Internet: www.ansi.org/
Note: Documents beginning with the letter "S" can be ordered from:
Acoustical Society of America
P. O. Box 1020
Sweickley, PA 15143-9998
Ph: 412-741-1979
Fax: 412-741-0609
Internet: asa.aip.org
AOK 6/00
LOK 6/00

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

1250 I St., NW, Suite 500
Washington, DC 20005-3922
Ph: 202-789-2900
FAX: 202-789-1893
AOK 6/00
LOK 6/00

AMERICAN PETROLEUM INSTITUTE (API)

1220 L St., NW
Washington, DC 20005-4070
Ph: 202-682-8000
Fax: 202-962-4776

Internet: http://www.api.org
AOK 6/00
LOK 6/00

AMERICAN RAILWAY ENGINEERING & MAINTENANCE-OF-WAY ASSOCIATION (AREMA)

8201 Corporate Dr., Suite 1125
Landover, MD 20785-2230
Ph: 301-459-3200
Fax: 301-459-8077
Internet: www.arema.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768
Fax: 614-274-6899
Internet: www.asnt.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY FOR QUALITY (ASQ)

611 East Wisconscin Ave.
P.O. Box 3005
Milwaukee, WI 53201-3005
Ph: 800-248-1946
Fax: 414-272-1734
Internet: http://www.asq.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1801 Alexander Bell Drive
Reston, VA 20190-4400
Ph: 703-295-6300 - 800-548-2723
Fax: 703-295-6222
Internet: www.asce.org
e-mail: marketing@asce.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING

ENGINEERS (ASHRAE)

1791 Tullie Cir., NE
Atlanta, GA 30329
Ph: 800-527-4723 or 404-636-8400
Fax: 404-321-5478
Internet: http://www.ashrae.org
AOK 6/00
LOK 6/00

AMERICAN SOCIETY OF SANITARY ENGINEERING FOR PLUMBING AND SANITARY RESEARCH (ASSE)

901 Canterbury, Suite A
Westlake, OH 44145
Ph: 440-835-3040
Fax: 440-835-3488
E-mail: asse@ix.netcom.com
Internet: www.asse-plumbing.org
AOK 6/00
LOK 6/00

AMERICAN WATER WORKS ASSOCIATION(AWWA)

6666 West Quincy
Denver, CO 80235
Ph: 800-926-7337 - 303-794-7711
Fax: 303-347-0804
Internet: www.awwa.org
AOK 6/00
LOK 6/00

AMERICAN WELDING SOCIETY (AWS)

550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
Internet: http://www.amweld.org
AOK 6/00
LOK 6/00

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

P.O. Box 5690
Grandbury, TX 76049-0690
Ph: 817-326-6300
Fax: 817-326-6306
Internet: http://www.awpa.com
AOK 8/00
LOK 6/00

APA - THE ENGINEERED WOOD ASSOCIATION (APA)

P.O.Box 11700
Tacoma, WA 98411-0700
Ph: 253-565-6600
Fax: 253-565-7265
Internet: www.apawood.org

AOK 8/00
LOK 6/00

ARCHITECTURAL WOODWORK INSTITUTE (AWI)

1952 Isaac Newton Square West
Reston, VA 20190
Ph: 703-733-0600
Fax: 703-733-0584
Internet: www.awinet.org
AOK 8/00
LOK 6/00

ARMY ENVIRONMENTAL CENTER (AEC)

5179 Hoadley Road
Aberdeen Roving Ground, MD 21010-5401
Internet: www.aec.army.mil
AOK 8/00

ARMY PAMPHLET (DAPAM)

www.usapa.army.mil/news.htm

ASBESTOS CEMENT PIPE PRODUCERS ASSOCIATION (ACPPA)

1745 Jefferson Davis Highway, Suite 406
Arlington, VA 22202
Ph: 703-412-1153
Fax: 703-412-1152

ASME INTERNATIONAL (ASME)

Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: www.asme.org
AOK 8/00
LOK 6/00

ASPHALT INSTITUTE (AI)

Research Park Dr.
P.O. Box 14052
Lexington, KY 40512-4052
Ph: 606-288-4960
Fax: 606-288-4999
Internet: www.asphaltinstitute.org
AOK 8/00
LOK 6/00

ASSOCIATED AIR BALANCE COUNCIL (AABC)

1518 K St., NW, Suite 503
Washington, DC 20005

Ph: 202-737-0202
Fax: 202-638-4833
Internet: www.aabchq.com
8/00
LOK 6/00

ASSOCIATION FOR THE ADVANCEMENT OF MEDICAL INSTRUMENTATION (AAMI)

1110 N. Globe Rd., Suite 220
Arlington, VA 22201-5762
Ph: 703-525-4890
Fax: 703-525-1424
Internet: www.aami.org
AOK 8/00
LOK 6/00

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)

600 No. 18th St.
P.O. Box 2641
Birmingham, AL 35291
Ph: 205-257-2530
Fax: 205-257-2540
Internet: http://www.aeic.org
AOK 8/00
LOK 6/00

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM)

1111 19th St. NW., Suite 402
Washington, DC 20036
Ph: 202-872-5955
Fax: 202-872-9354
Internet: http://www.aham.org
AOK 8/00
LOK 6/00

ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE)

Three Gateway Center, Suite 1900
Pittsburg, PA 15222-1004
Ph: 412-281-6323
Fax: 412-281-4657
Internet: http://www.aise.org
AOK 8/00
LOK 6/00

BIFMA INTERNATIONAL (BIFMA)

2680 Horizon Drive SE, Suite A-1
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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.

(l) The Prime Contractor shall designate a representative to attend and chair warranty meetings that will be held each month at the project site for the duration of the warranty period, with government and subcontractor personnel as necessary. The meeting shall review past warranty corrections and response times, open warranty items, up-coming scheduled corrections, site investigations, and other issues.

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

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SECTION 01320A

PROJECT SCHEDULE
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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.

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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.

An additional copy of "G-D0", "G-AE" or "G-AO" submittals related to fire protection/detection systems shall be submitted to the Base Civil Engineering Office. The mailing address for these submittals shall be obtained at the preconstruction conference.

<u>Technical Reviewer</u>

Merrick
Attn:

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.

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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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
NORTHCOM HQ ADDITION, PETERSON AFB, CO

CONTRACTOR

ACTIVITY NO (a)	TRANSMITTAL NO (b)	SPEC SECT (c)	DESCRIPTION ITEM SUBMITTED (d)	PARAG # RAPH (e)	CLASSIFICATION (f)	GOVT A/E REVWR	CONTRACTOR: SCHEDULE DATES SUBMIT (g)	APPROVAL NEEDED BY (h)	MATERIAL NEEDED BY (i)	CONTRACTOR ACTION CODE (j)	DATE OF ACTION (k)	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR (l)	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER (m)	DATE RCD FROM OTH REVIEWER (n)	ACTION CODE (o)	DATE OF ACTION (p)	MAILED TO CONTR/ DATE RCD FRM APPR AUTH (q)	REMARKS (r)
		00800	SD-01 Preconstruction Submittals															
			Utility Interuption and Outage Plan		G	AO												
			Landscape Establishment Plan		G	G												
			Meter(s) Type(s)		G	AO												
			Watering Times		G	AO												
			Metering Reading Data		G	AO												
			SD-02 Shop Drawings															
			Equipment Room Drawings	1.24	G	AO												
		01020	SD-01 Preconstruction Submittals															
			Construction Phasing Plan		G	AO												
		01025	SD-01 Preconstruction Submittals															
			Guard Qualifications		G	AO												
		01200	SD-11 Closeout Submittals															
			Equipment Warranty Booklet	1.2.5														
		01355	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.7	G													
		02220	SD-03 Product Data															
			Work Plan		G	AO												
			SD-07 Certificates															
			Demolition plan	1.9	G	AO												
			Notifications		G	AO												
			Notification of Demolition and		G	AO												
			Renovation forms															
			SD-11 Closeout Submittals															
			Receipts															
		02300	SD-03 Product Data															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
NORTHCOM HQ ADDITION, PETERSON AFB, CO

CONTRACTOR

ACTIVITY NO (a)	TRANSMITTAL NO (b)	SPEC SECT (c)	DESCRIPTION ITEM SUBMITTED (d)	PARAGRAPH # (e)	CLASSIFICATION (f)	GOVT A/E REVWR	CONTRACTOR: SCHEDULE DATES SUBMIT (g)	APPROVAL NEEDED BY (h)	MATERIAL NEEDED BY (i)	CONTRACTOR ACTION CODE (j)	DATE OF ACTION (k)	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR (l)	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER (m)	DATE RCD FROM OTH REVIEWER (n)	ACTION CODE (o)	DATE OF ACTION (p)	MAILED TO CONTR/ DATE RCD FRM APPR AUTH (q)	REMARKS (r)
		02300	Earthwork															
			SD-06 Test Reports															
			Testing	3.11														
			SD-07 Certificates															
			Testing	3.11														
		02315	SD-06 Test Reports															
			Testing	3.14														
		02316	SD-06 Test Reports															
			Field Density Tests	3.4.3														
			Testing of Backfill Materials	3.4.2														
		02373	SD-07 Certificates															
			Geotextile	2.1.1														
		02510	SD-03 Product Data															
			Installation	3.1														
			Waste Water Disposal Method															
			SD-06 Test Reports															
			Bacteriological Disinfection															
		02555	SD-02 Shop Drawings															
			Distribution System	3.4.7	G	AO												
			SD-03 Product Data															
			Distribution System	3.4.7	G	AO												
			SD-07 Certificates															
			Distribution System	3.4.7	G	AO												
			Welding	1.6	G	AO												
			SD-10 Operation and Maintenance															
			Data															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
NORTHCOM HQ ADDITION, PETERSON AFB, CO

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CONTRACTOR ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02555	Distribution System	3.4.7	G AO													
		02556	SD-03 Product Data															
			Materials and Equipment	1.3.2														
			Connections to Existing Lines	3.11														
			Jointing Polyethylene Piping	1.3.1	G													
			Connection and Abandonment Plan		G													
			SD-06 Test Reports															
			Pressure and Leak Tests	3.13.2	G													
			SD-07 Certificates															
			Utility Work	3.11.1														
		02621	SD-07 Certificates															
			Materials	2.1														
		02630	SD-03 Product Data															
			Placing Pipe	3.3														
			SD-07 Certificates															
			Resin Certification	2.1.2														
			Resin Certification	2.1.3														
			Pipeline Testing	3.8														
			Frame and Cover for Gratings	2.2.4														
		02722	SD-06 Test Reports															
			Sampling and testing	1.4														
			Field Density Tests	1.4.2.4														
		02741	SD-03 Product Data															
			Mix Design	2.3	G AO													
			Contractor Quality Control	3.9	G AO													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
NORTHCOM HQ ADDITION, PETERSON AFB, CO

CONTRACTOR

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		02741	Material Acceptance and Percent		G AO													
			Payment															
			SD-06 Test Reports															
			Aggregates	2.1	G AO													
			QC Monitoring	3.9.2.10														
			SD-07 Certificates															
			Asphalt Cement Binder	2.2	G AO													
			Testing Laboratory	3.5														
		02748	SD-06 Test Reports															
			Sampling and Testing	3.7														
		02754	SD-03 Product Data															
			Paving	3.4														
			Mixture Proportions	2.11	G AO													
		02762	SD-03 Product Data															
			Manufacturer's Instructions															
			SD-04 Samples															
			Compression Seals	2.1	G AO													
			SD-06 Test Reports															
			Test Requirements	1.3														
		02763	SD-03 Product Data															
			Equipment	1.4	G AO													
			Composition Requirements															
			SD-06 Test Reports															
			Sampling and Testing															
			SD-07 Certificates															

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		02763	Volatile Organic Compound															
			(VOC)															
		02770	SD-03 Product Data															
			Concrete	2.1														
			SD-06 Test Reports															
			Field Quality Control	3.8														
		02811A	SD-02 Shop Drawings															
			Watering Plan															
			SD-03 Product Data															
			Framed Instructions	3.3														
			Field Training	3.4	G DO													
			Spare Parts															
			Sprinkler System															
			SD-06 Test Reports															
			Field Tests	3.2														
			SD-07 Certificates															
			Sprinkler System															
			SD-10 Operation and Maintenance															
			Data															
			Sprinkler System		G DO													
		02840	SD-02 Shop Drawings															
			Installation	3.1	G AO													
			Equipment		G AO													
			SD-03 Product Data															
			Vehicle Barriers															
			Spare Parts	1.6														

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		02840	SD-06 Test Reports															
			Field Testing	3.4														
			SD-10 Operation and Maintenance															
			Data															
			Vehicle Barriers		G AO													
			Operating and Maintenance	3.5														
			Instructions															
		02921A	SD-03 Product Data															
			Equipment															
			Surface Erosion Control Material	2.6														
			Chemical Treatment Material															
			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														
			SD-04 Samples															
			Mulch	2.4	G DO													
			SD-06 Test Reports															
			Equipment Calibration	3.1.3														
			Soil Test	3.1.4														
			SD-07 Certificates															
			Seed	2.1														
			Topsoil	2.2														
			Organic Material	2.3.1														

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		02921A	Soil Conditioner															
			Mulch	2.4														
			Pesticide															
		02922A	SD-03 Product Data															
			Chemical Treatment Material															
			Delivery	1.4.1														
			Finished Grade and Topsoil	3.2.1														
			Topsoil	2.2														
			Quantity Check	3.5														
			Sod Establishment Period	3.9														
			Application of Pesticide	3.6														
			SD-06 Test Reports															
			Equipment Calibration	3.1.3														
			Soil Test	3.1.4														
			SD-07 Certificates															
			Sod	2.1	G AE													
			Topsoil	2.2	G AE													
			Fertilizer		G AE													
			Organic Material	2.3.1														
			Soil Conditioner															
			Pesticide	2.5														
		02930A	SD-02 Shop Drawings															
			Finished Grade, Topsoil and	3.2.1														
			Underground Utilities															
			SD-03 Product Data															
			Filter Fabric															

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		02930A	Chemical Treatment Material															
			Equipment															
			Delivery	1.4.1														
			Plant Establishment Period	3.10														
			Maintenance Record															
			Application of Pesticide	3.8														
			SD-06 Test Reports															
			Soil Test	3.1.2.2														
			Percolation Test	3.1.2.1														
			SD-07 Certificates															
			Plant Material	2.1														
			Topsoil	2.2														
			Fertilizer															
			Organic Material	2.3.1														
			Soil Conditioner															
			Organic Mulch															
			Rock Mulch		G AE													
			Mycorrhizal Fungi Inoculum	2.10														
			Pesticide	2.12														
			Plant List															
			SD-04 Samples															
			Delivered Topsoil	1.4.1.3														
			Soil Amendments															
			Mulch	2.4														
			Rock Mulch		G AE													

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		02930A	SD-10 Operation and Maintenance															
			Data															
			Maintenance Instructions	3.10.5	G	AE												
		02935	SD-03 Product Data															
			Chemical Treatment Material	1.3.3														
			Maintenance Plant Drawing		G	AO												
			Work Plan and Schedule															
			Delivery Schedule	1.3.1														
			Maintenance Record	3.4.4														
			Application of Pesticide	3.3														
			SD-07 Certificates															
			Fertilizer	2.1.1														
			Mulch															
			Pesticide	2.3														
		03100	SD-02 Shop Drawings															
			Formwork	3.1.1	G	AO												
			SD-03 Product Data															
			Design	1.3	G	AO												
			Form Materials	2.1	G	AO												
			Form Releasing Agents	2.1.5	G	AO												
		03150	SD-02 Shop Drawings															
			Waterstops	2.4														
			SD-03 Product Data															
			Preformed Expansion Joint Filler	2.2														
			Sealant	2.3														
			Waterstops	2.4														

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		03150	SD-04 Samples															
			Lubricant for Preformed	2.3.2														
			Compression Seals															
			Field-Molded Type	2.3.4														
			Non-metallic Materials	2.4.1														
			SD-07 Certificates															
			Preformed Expansion Joint Filler	2.2														
			Sealant	2.3														
			Waterstops	2.4														
		03200	SD-02 Shop Drawings															
			Reinforcement	3.1	G	AE												
			SD-03 Product Data															
			Welding	1.3	G	AO												
			SD-07 Certificates															
			Reinforcing Steel	2.3	G	AO												
		03300	SD-03 Product Data															
			Mixture Proportions	1.7	G	AE												
			Lightweight Aggregate Concrete	3.3	G	AE												
			SD-04 Samples															
			Surface Retarder	2.3.5	G	AO												
			SD-06 Test Reports															
			Testing and Inspection for	3.14	G	DO												
			Contractor Quality Control															
			SD-07 Certificates															
			Qualifications	1.4	G	AO												
		03410	SD-02 Shop Drawings															

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		03410	Drawings of precast members	1.7.1	G	AE												
			SD-03 Product Data															
			Product Data		G	AE												
			inserts	2.2.7.1														
			Bearing pads	2.2.8														
			SD-05 Design Data															
			design calculations	1.7.2	G	AE												
			Concrete mix design	1.7.3														
			SD-06 Test Reports															
			Contractor-furnished mix design	2.1														
			SD-07 Certificates															
			Fabrication	2.3														
			SD-11 Closeout Submittals															
			batch ticket	1.7.4														
		04200	SD-02 Shop Drawings															
			Masonry Work		G													
			AE															
			SD-03 Product Data															
			Insulation		G													
			AE															
			Cold Weather Installation	3.1.2	G													
			SD-05 Design Data															
			Pre-mixed Mortar	2.4.5	G													
			AE															
			Unit Strength Method		G													
			SD-08 Manufacturer's Instructions															

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		04200	Masonry Cement	2.4.4	G													
			AE															
		05090	SD-03 Product Data															
			Welding Procedure Qualifications	1.5	G	AO												
			Welder, Welding Operator, and Tacker Qualification	1.6	G	AO												
			Inspector Qualification	1.7	G	AO												
			Previous Qualifications	1.5.1	G	AO												
			Prequalified Procedures	1.5.2	G	AO												
			SD-06 Test Reports															
			Quality Control	3.2	G	AO												
		05091	SD-03 Product Data															
			Ultrasonic Inspection	1.8.1	G	AE												
		05120	SD-02 Shop Drawings															
			Erection drawings		G	AO												
			Fabrication drawings	1.6.1	G	AO												
			SD-03 Product Data															
			Shop primer	2.4														
			Load indicator washers	2.2.4														
			SD-06 Test Reports															
			Class B coating	2.4														
			Bolts, nuts, and washers	2.2														
			SD-07 Certificates															
			Steel	2.1														
			Bolts, nuts, and washers	2.2														
			Shop primer	2.4														

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		05120	Welding electrodes and rods	2.3.1														
			Nonshrink grout	2.3.2														
			Galvanizing	2.5														
			AISC Quality Certification	1.5														
			Welding procedures and	1.6.2.3														
			qualifications															
		05300	SD-02 Shop Drawings															
			Deck Units	2.1		G AE												
			Accessories	2.5		G AE												
			Attachments	3.3		G AE												
			Holes and Openings	3.4		G AE												
			SD-03 Product Data															
			Deck Units	2.1		G AE												
			Attachments	3.3		G AE												
			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												
		05400	SD-02 Shop Drawings															
			Framing Components (Exterior			G AE												
			Studs)															
			SD-07 Certificates															
			Mill Certificates			G AO												
			Welds	3.2.1		G AO												

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		05500	SD-02 Shop Drawings															
			Miscellaneous Metal Items	1.6	G	AE												
			SD-05 Design Data															
			Stairs and Railings		G	AE												
			Raised Seating Platform		G	AE												
		05520	SD-03 Product Data															
			Manufacturer's Data:		G	AE												
			SD-02 Shop Drawings															
			Fabrication and Installation		G	AE												
			Drawings:															
		05811	SD-02 Shop Drawings															
			Placement Drawings		G	AE												
			SD-03 Product Data															
			Product Data		G	AE												
			SD-04 Samples															
			Samples for Initial Selection		G	AE												
			SD-06 Test Reports															
			Product Test Report		G	AE												
		06100	SD-07 Certificates															
			Grading and Marking	2.1.1														
			Insulation	2.3	G	DO												
		06200	SD-02 Shop Drawings															
			Finish Carpentry		G	AE												
			SD-03 Product Data															
			Wood Items, Siding, and Trim	2.1														
			SD-04 Samples															

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		06200	Moldings	2.1.5	G	AE												
		06410	SD-02 Shop Drawings															
			Shop Drawings	1.7	G													
			AE															
			Installation	3.1	G													
			AO															
			SD-03 Product Data															
			Wood Materials	2.1														
			Wood Finishes	2.8														
			Finish Schedule	2.9.7.3														
			SD-04 Samples															
			Plastic Laminates	2.3	G													
			AE															
			Cabinet Hardware	2.5	G													
			Wood		G	DO												
			SD-07 Certificates															
			Quality Assurance	1.4														
			Casework															
		06650	SD-02 Shop Drawings															
			Shop Drawings		G													
			AE															
			Installation	3.2	G													
			AO															
			SD-03 Product Data															
			Solid polymer material	2.1														
			Qualifications	1.6														

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		06650	Fabrications	2.3														
			SD-04 Samples															
			Material	2.1	G													
			AE															
			SD-06 Test Reports															
			Solid polymer material	2.1														
			SD-07 Certificates															
			Fabrications	2.3														
			Qualifications	1.6														
			SD-10 Operation and Maintenance															
			Data															
			Solid polymer material	2.1														
			Celean-up															
		07132	SD-03 Product Data															
			System Description		G AE.													
			Reinforcing Fabric		G AE													
			Protection Course		G AE													
			Applications															
			SD-07 Certificates															
			Materials	1.4	G AE													
		07170	SD-03 Product Data															
			Product Date		G AE													
			SD-07 Certificates															
			Submit Certificate(s)															
		07190	SD-03 Product Data															
			Water repellents	2.2														

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		07190	SD-06 Test Reports															
			Water absorption	2.3.1														
			Water absorption	2.3.2														
			Accelerated weathering	2.3.1														
			Accelerated weathering	2.3.2														
			Resistance to chloride ion	2.3.1														
			penetration															
			Resistance to chloride ion	2.3.2														
			penetration															
			Moisture vapor transmission	2.3.1														
			Moisture vapor transmission	2.3.2														
			Scaling resistance	2.3.1														
			Scaling resistance	2.3.2														
			Water Penetration and Leakage															
			SD-08 Manufacturer’s Instructions															
			Application	3.4														
			material safety data sheets	1.6.1														
		07220	SD-03 Product Data															
			Product Data		G	AE												
			Application of Insulation	3.5														
			Inspection	3.6														
			SD-07 Certificates															
			Insulation	2.1	G	AO												
			Glass Roofing Felt															
		07413	SD-02 Shop Drawings															
			Siding		G	AE												

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		07413	SD-04 Samples															
			Texture and Color Samples		G	AE												
			Siding		G	AE												
			Gaskets and Insulating Compounds	2.7														
			Sealant	2.6	G	AE												
			SD-07 Certificates															
			Siding															
			Installation	3.1														
			Accessories															
		07530	SD-02 Shop Drawings															
			Roofing System	1.3.2	G	AE												
			SD-03 Product Data															
			Installation	3.3														
			Protection of Finished Roofing	3.4														
			Inspection	3.5														
			SD-07 Certificates															
			Materials	1.3.4														
		07600	SD-02 Shop Drawings															
			Materials	2.1	G	AE												
		07721	SD-02 Shop Drawings															
			Shop Drawings		G	AE												
			SD-05 Design Data															
			Structural Calculations															
			SD-08 Manufacturer's Instructions															
			Installation															

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		07810	SD-03 Product Data															
			Fireproofing Material	3.3	G AE													
			SD-06 Test Reports															
			Fire Resistance Rating	1.7	G AE													
			SD-07 Certificates															
			Installer Qualifications	1.5	G RE													
			Surface Preparation Report	3.1	G RE													
		07840	SD-02 Shop Drawings															
			Firestopping Materials	2.1	G AE													
			SD-07 Certificates															
			Firestopping Materials	2.1	G AE													
			Installer Qualifications	1.5	G AO													
			Inspection	3.3	G AO													
		07900	SD-03 Product Data															
			Backing	2.1	G AE													
			Bond-Breaker	2.2	G AE													
			Sealant		G AE													
			SD-07 Certificates															
			Sealant															
		08110	SD-02 Shop Drawings															
			Doors	2.1	G G													
			Doors	2.1	G G													
			Frames	2.5	G G													
			Frames	2.5	G G													
			Accessories	2.3														
			SD-03 Product Data															

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		08110	Doors	2.1	G	AE												
			Frames	2.5	G	AE												
			Accessories	2.3														
		08120	SD-02 Shop Drawings															
			Doors and frames	2.1	G	AE												
			SD-08 Manufacturer’s Instructions															
			Doors and frames	2.1														
		08210	SD-02 Shop Drawings															
			Doors	2.1	G	AE												
			SD-03 Product Data															
			Doors	2.1	G	AE												
			Accessories	2.2														
			Water-resistant sealer															
			warranty	1.4														
			SD-04 Samples															
			Doors	2.1														
			Door finish colors	2.3.4.3	G	AO												
			SD-06 Test Reports															
			Split resistance	2.4														
			Cycle-slam	2.4														
			Hinge loading resistance	2.4														
		08330	SD-02 Shop Drawings															
			Approved Detail Drawings	3.1	G	AE												
			Installation	3.1														
			SD-03 Product Data															
			Overhead Rolling Doors	2.1	G	AE												

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		08330	SD-04 Samples															
			Overhead Rolling Doors	2.1	G	AE												
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance	1.6														
			Manuals															
		08385	SD-02 Shop Drawings															
			Doors and Frames		G	AE												
			SD-07 Certificates															
			Sound Rated Doors		G	AE												
		08420	SD-02 Shop Drawings															
			Aluminum Framing Systems		G	AE												
			SD-04 Samples															
			Finishes		G	AO												
			SD-06 Test Reports															
			Aluminum Framing Systems															
		08600	SD-02 Shop Drawings															
			Shop Drawings	3.2	G	AE												
			SD-03 Product Data															
			Skylights		G	AE												
			Warranty	1.6	G	AO												
			SD-06 Test Reports															
			Test Reports															
			SD-07 Certificates															
			Skylights		G	AE												
			Qualifications	1.4	G	AO												

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		08710	SD-02 Shop Drawings															
			Hardware schedule	1.3	G	AE												
			Keying system	2.3.7														
			SD-03 Product Data															
			Hardware items	2.3	G	AE												
			SD-08 Manufacturer's Instructions															
			Installation	3.1														
			SD-10 Operation and Maintenance															
			Data															
			Hardware Schedule	1.3	G	AO												
			SD-11 Closeout Submittals															
			Key bitting	1.4														
		08810	SD-02 Shop Drawings															
			Installation	3.2	G	AE												
			SD-03 Product Data															
			Insulating Glass	2.2	G	AE												
			Glazing Accessories	2.6														
			SD-04 Samples															
			Insulating Glass	2.2	G	AE												
			SD-07 Certificates															
			Insulating Glass	2.2	G	AE												
		09250	SD-03 Product Data															
			Cementitious backer units	2.1.4														
			Glass Mat Covered or Reinforced	2.1.2														
			Gypsum Sheathing															

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		09250	Glass Mat Covered or Reinforced															
			Gypsum Sheathing Sealant															
			Impact Resistant Gypsum Board	2.1.3														
			Accessories	2.1.12														
			SD-07 Certificates															
			Asbestos Free Materials	2.1	G	AO												
		09310	SD-03 Product Data															
			Tile	2.1														
			Setting-Bed	2.2														
			Mortar, Grout, and Adhesive	2.4														
			SD-04 Samples															
			Tile	2.1	G	AE												
			Marble Thresholds	2.5	G	AE												
			SD-07 Certificates															
			Tile	2.1														
			Mortar, Grout, and Adhesive	2.4														
		09445	SD-02 Shop Drawings															
			Approved Detail Drawings	1.3	G	AE												
			Strips	2.5	G	AE												
			Conrol Joint Strips		G	AE												
			SD-03 Product Data															
			Resin	2.2														
			Mixing, Proportioning, and	3.2														
			Installation															
			Cleaning and Sealing	3.3														
			SD-04 Samples															

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		09445	Resinous Terrazzo Flooring	1.3	G	AE												
			SD-07 Certificates															
			Conductive Resinous Terrazzo															
			Flooring															
		09510	SD-02 Shop Drawings															
			Approved Detail Drawings	1.3	G	AE												
			SD-03 Product Data															
			Acoustical Ceiling Systems															
			SD-04 Samples															
			Acoustical Units	2.1	G	AE												
			SD-07 Certificates															
			Acoustical Units	2.1														
		09650	SD-02 Shop Drawings															
			Flooring		G	AE												
			SD-03 Product Data															
			Flooring		G	AE												
			SD-04 Samples															
			Flooring		G	AE												
			Wall Base		G	AE												
			SD-06 Test Reports															
			Moisture Test															
			SD-08 Manufacturer’s Instructions															
			Flooring															
			SD-10 Operation and Maintenance															
			Data															
			Data Package 1															

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		09680	SD-02 Shop Drawings															
			Installation	3.4	G													
			AE															
			Molding	2.10	G													
			SD-03 Product Data															
			Carpet															
			Surface Preparation	3.1														
			Installation	3.4														
			SD-04 Samples															
			Carpet		G													
			AE															
			Molding	2.10	G													
			SD-06 Test Reports															
			Moisture and Alkalinity Tests	3.2														
			SD-07 Certificates															
			Carpet															
			SD-10 Operation and Maintenance															
			Data															
			Carpet															
			Cleaning and Protection	3.5														
		09720	SD-03 Product Data															
			Wallcoverings	2.1														
			Installation	3.3														
			Maintenance															
			Clean-Up	3.4														
			SD-04 Samples															

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		09720	Wallcoverings	2.1	G AE													
			SD-07 Certificates															
			Wallcoverings	2.1														
			SD-08 Manufacturer’s Instructions															
			Wallcoverings	2.1														
			SD-10 Operation and Maintenance															
			Data															
			Wallcoverings	2.1														
		09840	SD-02 Shop Drawings															
			Approved Detail Drawings	2.1	G AE													
			SD-03 Product Data															
			Installation	3.2														
			Acoustical Wall Panels	2.1														
			SD-04 Samples															
			Acoustical Wall Panels	2.1	G AE													
			SD-07 Certificates															
			Acoustical Wall Panels	2.1														
		09900	SD-02 Shop Drawings															
			Piping identification															
			stencil															
			SD-03 Product Data															
			Coating	2.1														
			Manufacturer's Technical Data	2.1														
			Sheets															
			SD-04 Samples															
			Color	1.9	G													

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		09900	Textured Wall Coating System	1.4.2	G													
			Sample Textured Wall Coating	1.4.3	G													
			System Mock-Up															
			SD-07 Certificates															
			Applicator's qualifications	1.3														
			Qualification Testing	1.4.1.2														
			SD-08 Manufacturer’s Instructions															
			Application instructions	3.3.1														
			Mixing	3.7.2														
			Manufacturer's Material Safety	1.7.2														
			Data Sheets															
			SD-10 Operation and Maintenance															
			Data															
			Coatings	2.1														
		10100	SD-03 Product Data															
			Visual Display Boards															
			SD-06 Test Reports															
			Projection Screens															
			07 Certificates															
			Visual Display Boards															
		10153	SD-02 Shop Drawings															
			Toilet Partition System		G													
			AE															
			SD-03 Product Data															
			Toilet Partition System															
			SD-04 Samples															

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		10153	Toilet Partition System		G													
			AE															
		10260	SD-02 Shop Drawings															
			Corner Guards	2.2	G AE.													
			SD-03 Product Data															
			Corner Guards	2.2	G AE													
			SD-04 Samples															
			Finish	2.4	G AE													
			SD-06 Test Reports															
			Corner Guards	2.2	G AO													
			SD-07 Certificates															
			Corner Guards	2.2	G AO													
		10270	SD-02 Shop Drawings															
			Raised Floor System		G AE													
			SD-03 Product Data															
			Raised Floor System		G AE													
			SD-04 Samples															
			Raised Floor System		G AE													
			SD-06 Test Reports															
			Tests	2.4														
			Testing of Electrical Resistance	3.2														
			SD-07 Certificates															
			Raised Floor System															
			SD-08 Manufacturer's Instructions															
			Calculations		G AE													
		10440	SD-02 Shop Drawings															

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		10440	Detail Drawings	3.1	G AE													
			SD-03 Product Data															
			Installation	3.1														
			SD-04 Samples															
			Interior Signage	1.3	G													
			AE															
		10508	SD-02 Shop Drawings															
			Metal Lockers															
			SD-03 Product Data															
			Metal Lockers															
			SD-04 Samples															
			Metal Lockers		G AE													
		10650	SD-02 Shop Drawings															
			Operable Partitions	2.2	G AE													
			SD-03 Product Data															
			Operable Partitions	2.2														
			SD-04 Samples															
			Operable Partitions	2.2	G AE													
			SD-07 Certificates															
			Materials	2.1														
			Operable Partitions	2.2														
			SD-10 Operation and Maintenance															
			Data															
			Operable Partitions	2.2														
		10800	SD-03 Product Data															
			Finishes	2.1.2														

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		10800	Accessory Items	2.2														
			SD-04 Samples															
			Finishes	2.1.2	G	AE												
			Accessory Items	2.2	G	AE												
			SD-07 Certificates															
			Accessory Items	2.2														
		11400	SD-02 Shop Drawings															
			Food Service Equipment	2.1.6	G	AE												
			Installation	3.1	G	AE												
			SD-03 Product Data															
			Food Service Equipment	2.1.6	G	AE												
			SD-06 Test Reports															
			Testing	3.3														
			SD-10 Operation and Maintenance															
			Data															
			Food Service Equipment	2.1.6														
		12705	SD-02 Shop Drawings															
			Approved Detail Drawings		G	AE												
			Installation	3.1	G	AE												
			SD-03 Product Data															
			Installation Instructions	3.1														
			Warranty	1.8														
			Workstation Components															
			SD-04 Samples															
			Workstations		G	AO												
			SD-07 Certificates															

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		12705	Workstations															
			SD-10 Operation and Maintenance															
			Data															
			Product Assembly Manual															
			Product Maintenance Manuals															
			Cleaning	3.2														
			Electrical System	2.1.5														
		13080	SD-02 Shop Drawings															
			Bracing	3.1														
			Resilient Vibration Isolation	3.4														
			Devices															
			Equipment Requirements	1.4														
			SD-03 Product Data															
			Bracing	3.1	G AE													
			Equipment Requirements	1.4	G AE													
		13100	SD-02 Shop Drawings															
			Drawings		G AO													
			SD-07 Certificates															
			Materials	2.1														
		13110	SD-02 Shop Drawings															
			Drawings	1.3.9	G AO													
			Contractor's Modifications	1.3.2	G AO													
			SD-03 Product Data															
			Equipment		G AO													
			Spare Parts	3.9														
			SD-06 Test Reports															

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		13110	Tests and Measurements	3.5	G	AO												
			Contractor's Modifications	1.3.2	G	AO												
			SD-07 Certificates															
			Cathodic Protection System															
			Services of 'Corrosion Expert'	1.3.1														
			SD-10 Operation and Maintenance															
			Data															
			Cathodic Protection System															
			Training Course	3.6														
		13851	SD-02 Shop Drawings															
			Fire Alarm Reporting System	1.4.1	G	AO												
			SD-03 Product Data															
			Storage Batteries	2.2	G	AO												
			Voltage Drop		G	AO												
			Special Tools and Spare Parts	2.7.4	G	AO												
			Technical Data and Computer	1.5	G	AO												
			Software															
			Training	3.5	G	AO												
			Testing	3.4	G	AO												
			SD-06 Test Reports															
			Testing	3.4	G	AO												
			SD-07 Certificates															
			Equipment	1.4.6														
			Qualifications	1.3.8														
			SD-10 Operation and Maintenance															
			Data															

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		13851	Technical Data and Computer	1.5	G	AO												
			Software															
		13930	SD-02 Shop Drawings															
			Shop Drawings	1.12	G	AE												
			As-Built Drawings	3.11														
			SD-03 Product Data															
			Fire Protection Related	3.1														
			Submittals															
			Sway Bracing	3.4.1	G	AE												
			Materials and Equipment	2.3	G	AE												
			Hydraulic Calculations	1.7	G	AE												
			Spare Parts	1.11														
			Preliminary Tests	3.10	G	AE												
			Final Acceptance Test	3.11	G	AE												
			On-site Training	3.12	G	AE												
			Fire Protection Specialist	1.8	G													
			AE															
			Sprinkler System Installer	1.9	G	AE												
			SD-06 Test Reports															
			Preliminary Test Report	3.11	G													
			AE															
			Final Acceptance Test Report	3.11	G	AE												
			SD-07 Certificates															
			Inspection by Fire Protection	3.3	G	AE												
			Specialist															

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		13930	SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance															
			Instructions															
		13935	SD-02 Shop Drawings															
			Shop Drawings	1.7	G AO													
			As-Built Drawings	3.9														
			SD-03 Product Data															
			Fire Protection Related	3.1														
			Submittals															
			Sway Bracing	3.4.1														
			Materials and Equipment	2.3	G AO													
			Hydraulic Calculations	1.7	G AO													
			Spare Parts	1.11														
			Preliminary Tests	3.8	G AO													
			Final Acceptance Test	3.9	G AO													
			Fire Protection Specialist	1.8	G AO													
			Sprinkler System Installer	1.9	G AO													
			Qualifications															
			Onsite Training	3.10	G AO													
			SD-06 Test Reports															
			Preliminary Tests	3.8	G AO													
			Final Acceptance Test	3.9	G AO													
			SD-07 Certificates															
			Inspection by Fire Protection	3.3	G AO													
			Specialist															

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		13935	SD-10 Operation and Maintenance															
			Data															
			Operating and Maintenance	3.10														
			Instructions															
		14240	SD-02 Shop Drawings															
			Detail Drawings	1.3	G	AE												
			SD-03 Product Data															
			Passenger Elevators	2.1	G	AE												
			Field Quality Control	3.2	G	AO												
			Logic Control	2.4.1	G	AE												
			SD-05 Design Data															
			Reaction Loads	1.3	G	AE												
			Heat Loads	1.3	G	AE												
			SD-06 Test Reports															
			Field Tests Reports	3.2.2	G	AO												
			SD-07 Certificates															
			Qualifications	1.4	G	AO												
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance	3.3	G	AO												
			Manuals															
			Maintenance and Diagnostic	1.5.3	G	AO												
			Tools															
			Maintenance and Repair Action	1.7	G	AO												
			Plan															

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		14240	Operation and Maintenance	3.3	G AO													
			Training															
		15070	SD-02 Shop Drawings															
			Coupling and Bracing	3.1														
			Flexible Couplings or Joints	3.3														
			Equipment Requirements	1.3														
			Contractor Designed Bracing	1.2.4	G AE													
			SD-03 Product Data															
			Coupling and Bracing	3.1	G AE													
			Equipment Requirements	1.3	G AE													
			Contractor Designed Bracing	1.2.4	G AE													
			SD-07 Certificates															
			Flexible Ball Joints	2.2														
		15080	SD-02 Shop Drawings															
			Mica Plates	3.2.2.4														
			SD-03 Product Data															
			General Materials	2.1														
			SD-04 Samples															
			Thermal Insulation Materials															
		15181	SD-02 Shop Drawings															
			Piping System	2.4														
			SD-03 Product Data															
			Piping System	2.4														
			Water Treatment Systems	2.12														
			Spare Parts															
			Qualifications	1.3														

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		15181	Field Tests	3.3														
			.															
			Demonstrations	3.4														
			Verification of Dimensions	1.6.1														
			SD-06 Test Reports															
			Field Tests	3.3														
			Condenser Water Quality Tests															
			One-Year Inspection	3.5														
			SD-07 Certificates															
			Service Organization	2.1														
			SD-10 Operation and Maintenance															
			Data															
			Operation Manuals															
			Maintenance Manuals	3.4														
			Water Treatment Systems	2.12														
		15190	SD-02 Shop Drawings															
			Gas Piping System	3.2														
			SD-03 Product Data															
			Qualifications															
			SD-06 Test Reports															
			Testing															
			Pressure Tests	3.15.1														
			Test With Gas	3.15.2														
		15400	SD-03 Product Data															
			Welding	1.5.1	G	AE												
			Plumbing Fixture Schedule	3.9	G	AE												

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		15400	Vibration-Absorbing Features															
			Plumbing System	3.8.1														
			SD-06 Test Reports															
			Tests, Flushing and Disinfection	3.8	G	AE												
			Test of Backflow Prevention	3.8.1.1	G	AE												
			Assemblies															
			SD-07 Certificates															
			Materials and Equipment	1.3														
			Bolts	2.1.1														
			SD-10 Operation and Maintenance															
			Data															
			Plumbing System	3.8.1														
		15566	SD-02 Shop Drawings															
			Heating Equipment															
			Installation	3.1														
			SD-03 Product Data															
			Heating Equipment															
			Tests	3.4														
			System Diagrams		G													
			AE															
			Similar Services															
			Field Training	3.5														
			SD-06 Test Reports															
			Tests	3.4														
			SD-10 Operation and Maintenance															
			Data															

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		15566	Heating Equipment															
		15569	SD-02 Shop Drawings															
			Installation	3.2.4.4														
			Installation	3.2.7														
			SD-03 Product Data															
			Materials and Equipment	1.3.1														
			Spare Parts	1.3.7														
			Water Treatment System	2.13														
			Boiler Water Treatment	2.13														
			Heating System Tests	3.7														
			Fuel System Tests	3.9														
			Unit Heaters	2.6														
			Welding	1.3.6														
			Qualifications	3.7														
			Tests	3.3														
			SD-06 Test Reports															
			Heating System Tests	3.7														
			Fuel System Tests	3.9														
			Water Treatment Testing	3.7.1														
			SD-07 Certificates															
			Bolts	2.8.8.3														
			Continuous Emissions	2.8.1														
			Monitoring															
			SD-10 Operation and Maintenance															
			Data															

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		15569	Operation and Maintenance	3.10														
			Instructions															
			Water Treatment System	2.13														
		15620	SD-02 Shop Drawings															
			Drawings															
			Installation	3.1														
			SD-03 Product Data															
			Refrigeration System	3.1.1														
			Spare Parts															
			Posted Instructions	3.5														
			Verification of Dimensions	1.5.1														
			Manufacturer's Multi-Year	1.6														
			Compressor Warranty															
			Factory Tests															
			System Performance Tests	3.1.1.2														
			System Performance Tests	3.4														
			Demonstrations	3.5														
			SD-06 Test Reports															
			Factory Tests															
			System Performance Tests	3.1.1.2														
			System Performance Tests	3.4														
			SD-07 Certificates															
			Refrigeration System	3.1.1														
			Service Organization	2.1														
			SD-10 Operation and Maintenance															
			Data															

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		15620	Operation Manuals															
			Maintenance Manuals	3.5														
		15895	SD-02 Shop Drawings															
			Drawings	3.1.9														
			Installation	3.1														
			SD-03 Product Data															
			Components and Equipment	2.1														
			Test Procedures	2.11.1														
			Welding Procedures	3.1.1.1														
			Diagrams	3.1														
			AE															
			Manufacturer's Exerience															
			Welded Joints	3.1.1.1														
			Performance Tests	3.6														
			Field Training	3.8														
			SD-06 Test Reports															
			Performance Tests	3.6														
			Testing, Adjusting, and Balancing	3.5														
			SD-07 Certificates															
			Bolts	2.5.2.2														
			SD-10 Operation and Maintenance															
			Data															
			Operating and Maintenance	3.8														
			Instructions															
		15951	SD-02 Shop Drawings															
			HVAC Control System	3.1.1														

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		15951	SD-03 Product Data															
			Service Organizations															
			Equipment Compliance Booklet	1.6														
			Commissioning Procedures	3.4														
			Performance Verification Test	1.6														
			Procedures															
			Training	3.6														
			SD-06 Test Reports															
			Commissioning Report	3.6.2														
			Performance Verification Test	3.5.3														
			SD-10 Operation and Maintenance															
			Data															
			Operation Manual	1.5														
			Maintenance and Repair Manual	1.6														
		15990	SD-02 Shop Drawings															
			TAB Schematic Drawings and	3.3	G	AO												
			Report Forms															
			SD-03 Product Data															
			TAB Related HVAC Submittals	3.2														
			TAB Procedures	3.5.1	G	AO												
			Calibration	1.4														
			Systems Readiness Check	3.5.2														
			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												

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		15990	Systems Readiness Check	3.5.2	G AO													
			TAB Report	3.5.3	G AO													
			TAB Verification Report	3.5.4	G AO													
			SD-07 Certificates															
			TAB Firm	1.5.1	G AO													
			TAB Specialist	1.5.2	G AO													
		15995	SD-03 Product Data															
			Commissioning Team	3.1														
			Test Procedures															
			Test Schedule		G AE													
			SD-06 Test Reports															
			Test Reports		G AE													
		16070	SD-02 Shop Drawings															
			Lighting Fixtures in Buildings	3.2	G AE													
			Equipment Requirements	1.4	G AE													
			SD-03 Product Data															
			Lighting Fixtures in Buildings	3.2	G AE													
			Equipment Requirements	1.4	G AE													
			Contractor Designed Bracing	1.3.4	G AE													
		16261	SD-02 Shop Drawings															
			Schematic diagrams	1.5.1	G AO													
			Interconnecting diagrams	1.5.2	G AO													
			Installation drawings	1.5.3	G AO													
			SD-03 Product Data															
			Variable frequency drives	2.1	G AO													
			Wires and cables	2.3														

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		16261	Equipment schedule	1.5.4														
			SD-06 Test Reports															
			VFD Test	3.2.1														
			Performance Verification Tests	3.2.2														
			Endurance Test	3.2.3														
			SD-08 Manufacturer’s Instructions															
			Installation instructions	1.5.5														
			SD-09 Manufacturer’s Field															
			Reports															
			VFD Factory Test Plan	2.5.1	G AO													
			Factory test results	1.5.6														
			SD-10 Operation and Maintenance															
			Data															
			Variable frequency drives	2.1														
		16263	SD-02 Shop Drawings															
			Layout	3.6	G													
			AO															
			General Installation	3.1	G													
			Acceptance	3.8	G AO													
			SD-03 Product Data															
			Performance Criteria		G													
			AO															
			Sound Limitations	2.6	G													
			Harmonic Requiremants		G													
			Engine-Generator Parameter		G													
			Schedule															

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		16263	Integral Main Fuel Storage Tank	2.3.4	G													
			Power Factor	3.5.1.2	G													
			Heat Rejected To		G													
			Engine-Generator Space															
			Cooling System	2.5														
			Time-Delay on Alarms	2.17.5														
			Generator	2.13														
			Manufacturer's Catalog	2.2														
			Site Welding	1.4.6	G													
			Spare Parts															
			Onsite Training	3.7														
			Battery Charger	2.11.3.2														
			Vibration-Isolation															
			Posted Data and Instructions	3.6														
			Instructions	3.5.4.1														
			Experience	1.4.13														
			Field Engineer	1.4.14														
			General Installation	3.1														
			SD-06 Test Reports															
			Factory Inspection and Tests	2.27														
			Factory Tests	2.27.2														
			Onsite Inspection and Tests	3.5	G													
			AO															
			SD-07 Certificates															
			Vibration Isolation															
			Prototype Test	2.27.2														

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		16263	Reliability and Durability															
			Emissions	2.10														
			Sound Limitations	2.6														
			Site Visit															
			Flywheel Balance															
			Materials and Equipment	2.1														
			Inspections	3.5.3														
			Cooling System	2.5														
			SD-10 Operation and Maintenance															
			Data															
			Operation and Maintenance	3.7	G													
			Manuals															
			AO															
			Maintenance Procedures	3.7														
			Special Tools	2.12														
			Filters	2.4.2														
		16265	SD-02 Shop Drawings															
			UPS System		G AO													
			Installation		G AO													
			Overall dimensions, front view,	3.1														
			and sectional view															
			Typical installation and module	3.1														
			arrangement															
			Ventilation and exhaust system	3.1														
			SD-03 Product Data															
			Inter-rack and inter-tier cables															

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		16265	Control cable															
			Cable lugs															
			Field Training	3.5	G AO													
			SD-06 Test Reports															
			Field Supervision, Startup and Testing	3.2	G AO													
		16375	SD-02 Shop Drawings															
			Electrical Distribution System	3.10.3	G													
			AO															
			As-Built Drawings															
			SD-03 Product Data															
			Fault Current Analysis	2.17.4	G													
			AO															
			Protective Device	2.17	G													
			Coordination Study	2.17.5	G													
			Nameplates	2.2														
			Material and Equipment	2.1														
			General Installation Requirements	3.1														
			SD-06 Test Reports															
			Factory Tests	2.16														
			Field Testing	3.10														
			Operating Tests	3.10.9														
			Cable Installation	3.2.1.4														
			SD-07 Certificates															
			Material and Equipment	2.1														

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		16375	Cable Joints	3.3														
			Cable Installer Qualifications															
			SD-10 Operation and Maintenance															
			Data															
			Electrical Distribution System	3.10.3	G													
			AO															
		16410	SD-02 Shop Drawings															
			Switches		G AO													
			Equipment	1.3.1														
			Installation	3.1														
			SD-03 Product Data															
			Material	1.3.1	G AO													
			Equipment	1.3.1	G AO													
			SD-06 Test Reports															
			Testing	2.4														
			SD-07 Certificates															
			Equipment	1.3.1														
			Material	1.3.1														
			Switching Equipment															
			SD-10 Operation and Maintenance															
			Data															
			Switching Equipment															
			Instructions	3.2														
		16415	SD-02 Shop Drawings															
			Interior Electrical Equipment		G AO													
			SD-03 Product Data															

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		16415	Fault Current and Protective		G	AO												
			Device Coordination Study															
			Manufacturer's Catalog		G	AO												
			Material, Equipment, and Fixture		G	AO												
			Lists															
			Installation Procedures															
			As-Built Drawings	1.2.6	G	AO												
			Onsite Tests	3.22.2	G	AO												
			SD-06 Test Reports															
			Factory Test Reports															
			Field Test Plan		G	AO												
			Field Test Reports	3.20	G	AO												
			SD-07 Certificates															
			Materials and Equipment	1.4														
		16475	SD-03 Product Data															
			Fault Current Analysis	2.10	G	AO												
			Protective Device Coordination	2.10	G	AO												
			Study															
			Equipment	2.1														
			System Coordinator	1.4.1														
			Protective Relays	3.3.5														
			Installation	3.2														
			SD-06 Test Reports															
			Field Testing	3.3														
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		16710	SD-02 Shop Drawings															
			Premises Distribution System	1.7	G	AO												
			Installation	3.1	G	AO												
			SD-03 Product Data															
			Record Keeping and	1.8	G	AO												
			Documentation															
			Spare Parts															
			Manufacturer's	3.1.2														
			Recommendations															
			Test Plan	3.6	G	AO												
			Qualifications	1.5														
			SD-06 Test Reports															
			Test Reports	3.6	G	AO												
			SD-07 Certificates															
			Premises Distribution System	1.7														
			Materials and Equipment	2.1														
			Installers	1.5.1	G	AO												
		16711	SD-02 Shop Drawings															
			Telephone System		G	AO												
			Installation	3.1	G	AO												
			Record Drawings		G	AO												
			SD-03 Product Data															
			Spare Parts															
			Equipment	1.5.2														
			Installation	3.1	G	AO												
			Acceptance Tests	3.5	G	AO												

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		16711	Cutover and Records	3.4														
			SD-06 Test Reports															
			Acceptance Tests	3.5	G	AO												
			SD-07 Certificates															
			Telephone System															
			Qualifications	1.4	G	AO												

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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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SECTION 01355

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02/02

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SECTION 01355

ENVIRONMENTAL PROTECTION
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.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 112	Oil Pollution Prevention
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 contaminated rinse water.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.5 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.

1.2.6 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.7 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 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G.

The environmental protection plan.

1.6 ENVIRONMENTAL COORDINATION, PERMITS, NOTICES, REVIEWS AND/OR APPROVALS

The Contractor shall be responsible for contacting the appropriate Federal, State, Regional, and local environmental agencies to identify all required environmental permits (construction and operating), notices, reviews, and approvals required for the project. Once the requirements are identified, the Contractor shall be responsible for coordinating the requirements with Peterson's AFB's Environmental personnel and the Contracting Officer in regard to implementation for a Federal Facility project. The Contractor shall ensure that all coordination, permits, notices, reviews and/or approvals are completed with each applicable phase of the design prior to construction starting for that phase. The Contractor shall be responsible for any contract delays resulting from failure to obtain environmental permits, notices, reviews and/or approvals when required.

1.6 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.

1.6.2 FY 03 HQ Northcom Beddown, FY 03 NORAD Contingency Operation Center at Peterson AFB's 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 to be used in successfully accomplishing the environmental compliances.

a. In the State of Colorado, **EPA** has authority for the National Pollutant Discharge Elimination System (NPDES) on **Federal Facilities**. **If** construction activities results in the disturbance of 1 acre of land or more, coverage under the EPA Storm Water General Permit For Construction Activities (Colorado Permit No. COR10*##F) is required. The Contractor and the Omaha District Corps of Engineers shall be co-permittees. The Contractor shall be responsible for editing and applying Specification Section 01565 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

b. A State of Colorado Air Pollution Emission Notice (APEN) for Fugitive Dust Permit for Land Development is required, if construction disturbs surface areas of more than 25 contiguous acres **or** if surface areas of more than 1 acre are to remain disturbed more than six months. The Colorado Department of Public Health and Environment (CDPHE), Division Air Quality issues the permit. The Contractor shall be the permittee and the permit is required prior to any construction starting on the project site. The submittal package to CDPHE shall include a completed Air Pollution Emission Notice (APEN), a Land Disturbance Dust Control Plan, the grading plan, the location plan, and the application fee. The CDPHE requires a minimum of 30 days for review of the package. Prior to issuing the Construction Permit, CDPHE requires the permittee to pay the cost of the review in addition to the application fee.

c. An El Paso County Construction Activities Permit will be required in addition to the State of Colorado Fugitive Dust Permit, **if** the land disturbance will be greater than 1 acre but less than 25 acres **and** will not exceed six months in duration.

d. The Colorado Department of Public Health and Environment (CDPHE), Air Quality Division, may require an Air Pollutant Emission Notice (APEN) and a Permit-to-Construct for a new stationary source emitting an air pollutant. The Contractor shall review the State of Colorado Air Quality regulations for applicability of an APEN and the air permit requirements as well as the Colorado State Standards of Performance for New Fuel Burning Equipment to determine if an APEN and/or a Permit-to-Construct is required. In addition, the Contractor shall be responsible for coordination with Peterson's AFB Environmental Flight for compliance with the Facilities Air Permit and shall coordinated all requirements with the Contracting Officer.

e. The Colorado Water Quality Control Act and Regulations promulgated thereunder requires that the construction or expansion of any domestic wastewater treatment works with a design capacity of pumping more than two thousand gallons per day have approval of the site location and of the design of the construction or expansion. The Contractor shall be responsible for obtaining the approval of the site and the design of any expansion and/or lift stations that meets these requirement. The Contractor shall be responsible for completion of application, associated design documents, and all requirements for the site approval process in accordance with the State requirements. The Contractor shall be responsible for payment of all fees associated with the review and approval. In addition, the Contractor shall be responsible for coordination of the site approval process with Peterson AFB's

Environmental Flight and the approving agencies. The Contractor shall attend all local government board meetings required by the Pikes Peak Area Council of Governments for approval. The site approval process may require up to 4-5 months and should be started as soon as the location of the lift station and the design calculations are available. A Professional Engineer registered in the State of Colorado is required to certify the design documents and to certify that the expansion and/or lift station was constructed in accordance with the approved design.

e. Coordination and Notification may be required prior to discharge of hydrostatic test water and disinfection water to the sanitary sewer and/or to the surface for land application. The Contractor shall be responsible for coordination with Peterson AFB and the Contracting Officer. The discharge shall be in accordance with all Federal, State, and local laws and regulations.

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 (SWPP) 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 112, 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, Facility Fire Department and PAFB Environmental Flight Office in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic meters 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. Describe actions needed to comply with El Paso County fugitive dust permit.

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 Colorado WQCD Construction

Dewatering Wastewater Discharge permit and associated documents shall be included as an attachment prior to discharging the waste water. WQCD Permit application forms are attached. If disposal is to a sanitary sewer, the plan shall include documentation that the Colorado Springs Waste Water Treatment Facility Manager 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.

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 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.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental

Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and

regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as indicated on the drawings. 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 Colorado General Permit No. COR-030000, Stormwater Discharges Associated with Construction Activity, Storm Water Managment Plan (SWMP) which may be reviewed at the Peterson AFB Environmental Flight Office. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded

or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations. Obtain fugitive dust permit from El Paso County Department of Health and Environmental Service.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Colorado rules.

3.4.4 Burning

Burning shall be prohibited on the Government premises.

3.5 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.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.5.2 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 150 mm of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or 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. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.5.5 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 WQCD Construction Dewatering Wastewater Discharge permit specific for pumping and discharging ground water prior to surface discharging.

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 notification to PAFB Environmental Flight Office and Colorado Springs Waste Water Treatment Facility Manager.

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

3.7 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 Base Environmental Flight Office 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 meters, as appropriate.

b. Construction and Demolition (C&D) Debris Recycled = _____ in cubic meters, as appropriate.

c. Total C&D Debris Generated = _____ in cubic meters, as appropriate.

d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = _____ in cubic meters, as appropriate.

3.8 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.

3.9 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.

3.10 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. All temporary pollution control measures shall be removed, by Contractor when approved by Contracting Officer.

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.

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SECTION 01356

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08/96

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES
08/96

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 4439	(1997) Standard Terminology for Geosynthetics
ASTM D 4491	(1996) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996)) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1995) Identification, Storage, and Handling of Geosynthetic Rolls

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 01355 ENVIRONMENTAL PROTECTION, and the requirements of the "CDPS General Permit for Stormwater Discharges Associated with Construction Activity" permit attached to that Section.

1.3 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.3.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, mulching, geotextiles, sod stabilization, protection of trees, and preservation of mature vegetation. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14

days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.3.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.3.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.3.2 Structural Practices

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. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices. Location and details of installation and construction are shown on the drawings.

1.3.2.1 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 fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.3.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress in the drainage area). Areas where straw bales are to be used are shown on the drawings. Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

a. Along the downhill perimeter edge of all areas disturbed.

b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.

c. Along the toe of all cut slopes and fill slopes of the construction

areas.

d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced as shown on the drawings.

e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced as shown on the drawings.

f. At the entrance to culverts that receive runoff from disturbed areas.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of -18 to 49 degrees C. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	445 N min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	245 N min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

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 50 mm by 50 mm when oak is used and 100 mm by 100 mm when pine is used, and shall have a minimum length of 1.5 m. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum mass of 1.98 kg per linear meter and a minimum length of 1.5 m.

2.1.3 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 350 mm by 450 mm. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimensions of 50 mm by 50 mm in cross section and shall have a minimum length of 1 m. Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum mass of 1.98 kg per linear meter and a minimum length of 1 m .

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 400 mm above the ground surface and shall not exceed 860 mm 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 150 mm overlap, and securely sealed. A trench shall be excavated approximately 100 mm wide and 100 mm deep on the upslope side of the location of the silt fence. The 100 mm by 100 mm 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 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 100 mm. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 100 mm against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 450 mm deep into the ground to securely anchor the bales.

3.3 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. The following procedures shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

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.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02921SEEDING.

3.3.3 Diversion Dike Maintenance

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 02921SEEDING.

3.4 INSPECTIONS

3.4.1 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 13 mm or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.4.2 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 identified in the Storm Water Management Plan 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.

3.4.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Management Plan, 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. A copy of the inspection report shall be maintained on the job site.

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS

05/00 Rev 06/03

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS
05/00 Rev 06/03

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 1926	Safety and Health Regulations for Construction

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996 and Changes) Safety and Health Requirements Manual

1.2 SUMMARY

1.2.1 General

This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office and a copy is included on the CD-ROM issued with this solicitation. Changes to EM 385-1-1 applicable to this contract include only those revisions posted at the following website (all revisions up to the time this solicitation is issued): http://www.hq.usace.army.mil/soh/hqusace_soh.htm ("Changes to EM"). U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.3 PRECONSTRUCTION CONFERENCE

See Contract Clause "PRECONSTRUCTION CONFERENCE". A preconstruction conference will be scheduled prior to beginning of site work. Requirements relative to planning and administration of the overall safety program will be discussed.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be

submitted in accordance with Section 01330SUBMITTAL PROCEDURES:

Accident Prevention Plan

The Accident Prevention Plan shall be written as site-specific and is an Administrative Submittal, see Section 01330 for additional types of Administrative Submittals.

1.5 ACCIDENT PREVENTION PLAN

The Contractor shall submit, prior to the start of on site construction activity, a proposed accident prevention plan which shall be the accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work.

1.5.1 Requirements

The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.5.1.1 Responsible Individual(s)

The Contractor shall designate an onsite employee as the individual responsible for insuring the accident prevention plan is implemented and enforced.

1.5.1.2 Subcontractor Supervision

Explain procedures to assure that subcontractor(s) fully comply with the accident prevention plan.

1.5.1.3 Indoctrination of New Employees

The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.5.1.4 Tool Box Safety Meetings

Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.5.1.5 Fire Prevention and Protection

Identify source of fire protection. Insure adequate fire extinguishers, water barrels, or other fire-fighting equipment is located on site. Explain prevention activities to include storage areas and special hazards such as welding and use of flammable liquids, and other special hazards.

1.5.1.6 Housekeeping

Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.5.1.7 Mechanical Equipment Inspection

All mechanical equipment (trucks, cranes, forklifts, backhoes, graders, etc.) shall be inspected prior to use and at fixed intervals throughout the life of the contract. Explain how inspections will be accomplished (frequency, by whom, and records to be kept).

1.5.1.8 First Aid and Medical Facilities

First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.5.1.9 Sanitation

Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.5.1.10 Safety Promotions

The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.5.1.11 Accident Reporting

All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity, shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.5.1.12 Job Hazard Analysis

When job situations change and it is necessary to alter safety requirements, a Job Hazard Analysis will be accomplished, documented, and added as an addendum to the Accident Prevention Plan. Each Job Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard. An example of changing situations may be new subcontractors performing work such as earth moving, trenching, concrete work, roofing, electrical, masonry etc. The onsite government representative will determine the format and amount of detail required of the written plan.

1.6 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)(NOT USED)

1.8 EXCAVATION AND TRENCHING

The standards for excavation and trenching are outlined in 29 CFR 1926, Subpart P. These standards shall be followed in addition to those outlined in EM 385-1-1.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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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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SECTION 01565

(FEDERAL FACILITIES COLORADO) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

06/03

Attachments:
Storm Water General Permit For Construction Activities
Notice of Intent
Notice of Termination

PART 1 GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall be responsible for implementing the terms and requirements of the attached Storm Water General Permit For Construction Activities (Permit No. COR10*##F) as specified below. The Government and the Contractor shall be considered co-permittees. The Government has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications. The Contractor shall have day-to-day operational control of those activities which are necessary to ensure compliance with the requirements specified herein. The Contractor shall be responsible for all submissions to the EPA. The Government shall retain the official copy of all documents pertaining to compliance with the permit during construction. 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 sign a Notice of Intent (NOI) in accordance with NPDES Permit No. COR10*##F. The Contractor's NOI shall be furnished to the Contracting Officer at least 14 calender days prior to the commencement of construction activities. The Contractor shall submit the Contractor's and Government's NOI's to the EPA. The Contractor shall not submit the NOI's to the EPA until the Storm Water Pollution Prevention Plan has been accepted. The Contractor may not begin land disturbance activities until authorized by the Contracting Officer. The Status of Owner/Operator shall be "F" for both the Contractor and the Government. The Contractor shall check the box marked (d) concerning eligibility with regard to protection of endangered species.

3.2.2 Storm Water Pollution Prevention Plan

3.2.2.1 General

The Contractor shall be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be responsible for implementing, maintaining and updating the SWPPP (including Site Map) during construction. Unless otherwise indicated, the Contractor shall be responsible for implementing all measures described in the SWPPP. The Contractor shall maintain the following records and attach to the SWPPP: the dates when major grading activities occur; the dates when construction activities temporarily or permanently cease on a portion of the site; and the dates when stabilization measures are initiated. The Government shall keep the official plan at the site. The SWPPP shall be signed by the Government and the Contractor. If major changes to the SWPPP are required during construction, the SWPPP shall be recertified by the Government and the Contractor.

3.2.2.2 Acceptance of SWPPP

Acceptance of the SWPPP 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 to the SWPPP if the Contracting Officer determines that environmental protection requirements are not being met.

3.2.2.3 Notification of Changes

After acceptance of the SWPPP, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.2.3 Posting Notice

The Contractor shall indicate the NPDES permit number, name and telephone number of a local contact person, and a brief description of the project near the main entrance of the construction site in accordance with Part IV.B.2 of the general permit.

3.2.4 Inspections and Reporting

The Contractor shall be responsible for all inspections specified in the SWPPP and the general permit. The Contractor shall also prepare and sign all reports summarizing the inspections as required by the SWPPP and the general permit. Copies of inspection reports shall be furnished to the Contracting Officer for attachment to the SWPPP no more than 2 days after each inspection. The Contractor shall notify the Contracting Officer within 24 hours if an inspection identifies any incidents of non-compliance with the SWPPP and the general permit.

3.2.5 Maintenance

The Contractor shall be responsible for maintaining all erosion and sediment control measures and other protective measures identified in the SWPPP in an effective operating condition. The Government reserves the right to require the Contractor to perform maintenance on erosion and sediment control measures and other protective measures if the Contracting Officer determines that environmental protection requirements are not being met.

3.2.6 Notice of Termination

The Contractor shall notify the Contracting Officer within 24 hours after final stabilization on all portions of the site has been achieved in accordance with Part I.D.2. of the permit. The Contractor shall complete and sign a Notice of Termination (NOT) in accordance with NPDES Permit No. COR10*##F. The Contractor's NOT shall be furnished to the Contracting Officer within 5 calendar days after final stabilization (as defined in the permit) has been achieved on all portions of the site. The Contractor shall submit the Contractor's and Government's NOTs to the EPA.

3.2.7 Retention of Records

The Government shall be responsible for retaining copies of the SWPPP and all reports in accordance with NPDES Permit No. COR10*##F.

3.2.8 Continuation of Expired Permit

If the current NPDES general permit expires prior to completion of construction, the Contractor shall comply with the conditions of the new permit.

-- End of Section --

CDPS GENERAL PERMIT

STORMWATER DISCHARGES ASSOCIATED WITH
CONSTRUCTION ACTIVITY

AUTHORIZATION TO DISCHARGE UNDER THE

COLORADO DISCHARGE PERMIT SYSTEM

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), this permit authorizes the discharge of stormwater associated with construction activities certified under this permit, from those locations specified throughout the State of Colorado to specified waters of the State. Such discharges shall be in accordance with the conditions of this permit.

This permit specifically authorizes the facility listed on page 1 of this permit to discharge stormwater associated with construction activity, as of this date, in accordance with permit requirements and conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

This permit and the authorization to discharge shall expire at midnight, **June 30, 2007.**

Issued and Signed this day of

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

J. David Holm, Director
Water Quality Control Division

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PART I

A. COVERAGE UNDER THIS PERMIT

1. **Authority to Discharge**

Under this permit, construction activities, including clearing, grading, and excavation, are granted authorization to discharge stormwater associated with construction activities into waters of the state of Colorado.

a. **Applicable Sections:** This permit is made up of several parts, not all of which apply to all permittees. The permittee will be responsible for determining and then complying with the applicable sections, depending upon whether or not a Qualifying Local Program covers the site. For sites not covered by a Qualifying Local Program, all Parts of the permit except Part I.A.3 apply.

2. **Industries Covered Under this Permit**

a) **Definitions**:

1) Stormwater: Stormwater is precipitation-induced surface runoff.

2) Construction activity: Construction activity includes clearing, grading and excavation activities. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

3) Small construction activity: Stormwater discharge associated with small construction activity means the discharge of stormwater from construction activities that result in land disturbance of equal to or greater than **one** acre and less than **five** acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one and less than five acres.

4) Qualifying Local Program: This permit includes conditions that incorporate qualifying local erosion and sediment control program (Qualifying Local Program) requirements by reference. A Qualifying Local Program is a municipal stormwater program for stormwater discharges associated with small construction activity that has been formally approved by the Division.

5) Other Definitions: Definitions of additional terms can be found in Part I.D. of this permit.

b) **Types of Activities Covered by this Permit**: This permit may authorize all new and existing discharges of stormwater associated with construction activity. This includes stormwater discharges from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site. This permit also includes stormwater discharges from dedicated asphalt batch plants and dedicated concrete batch plants. This permit does not authorize the discharge of mine water or process water from such areas.

3. **Permit Coverage Without Application – for small construction activities under a Qualifying Local Program only**

If a construction site is within the jurisdiction of a Qualifying Local Program, the operator of the construction activity is authorized to discharge stormwater associated with small construction activity under this general permit without the submittal of an application to the Division.

a) **Applicable Sections**: For sites covered by a Qualifying Local Program, only Parts 1.A.1, 1.A.2, 1.A.3, I.C.1, I.C.2, I.C.3, I.D and Part II of this permit, with the exception of Parts II.A.1, II.B.3, II.B.8, and II.B10, apply.

b) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

A. COVERAGE UNDER THIS PERMIT (cont.)

c) **Permit Coverage Termination:** When a site has been finally stabilized, coverage under this permit is automatically terminated.

d) **Compliance with Qualifying Local Program:** A construction site operator that has authorization to discharge under this permit under Part I.A.3 shall comply with the requirements of the Qualifying Local Program with jurisdiction over the site.

e) **Full Permit Applicability:** The Division may require any owner or operator within the jurisdiction of a Qualifying Local Program covered under this permit to apply for and obtain coverage under the full requirements of this permit. The owner or operator must be notified in writing that an application for full coverage is required. When a permit certification under this permit is issued to an owner or operator that would otherwise be covered under Part I.A.3 of this permit, the full requirements of this permit replace the requirements as per Part I.A.3 of this permit, upon the effective date of the permit certification. A site brought under the full requirements of this permit must still comply with local stormwater management requirements, policies or guidelines as required by Part I.C.1.h of this Permit.

4. **Application, Due Dates**

a) **Application Due Dates:** At least **ten days** prior to the commencement of construction activities, the operator of the construction activity shall submit an application form as provided by the Division, with a certification that the Stormwater Management Plan (SWMP) is complete.

One original completed discharge permit application shall be submitted, by mail or hand delivery, to:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

b) **Summary of Application:** The application requires, at a minimum, the following:

1) The operator's name, address, telephone number, tax payer identification number (or employer identification number), and the status as Federal, State, private, public or other entity;
2) Name, county and location of the construction site, including the latitude and longitude to the nearest 15 seconds of the approximate center of the construction activity;
3) A brief description of the nature of the construction activity;
4) The anticipated starting date of the project and the anticipated schedule of completion
5) Estimates of the total area of the site, the area of the site that is expected to be disturbed, and the total area of the larger common plan of development or sale to undergo disturbance;
6) The name of the receiving water(s), or the municipal separate storm sewer system and the ultimate (i.e., named) receiving water(s);
7) Certification that the SWMP for the construction site is complete (see Part I.B. below); and
8) The signature of the applicant signed in accordance with Part I.E.1 of this permit.

5. **Permit Certification Procedures**

If the general permit is applicable to the applicant's operation, then a certification will be developed and the applicant will be authorized to discharge stormwater under this general permit.

A. COVERAGE UNDER THIS PERMIT (cont.)

a) **Request for Additional Information**: The Division shall have up to **ten days** after receipt of the above information to request additional data and/or deny the authorization for any particular discharge. Upon receipt of additional information, the Division shall have an additional **ten days** to issue or deny authorization for the particular discharge. (Notification of denial shall be by letter, in cases where coverage under an alternate general permit or an individual permit is required, instead of coverage under this permit.)

b) **Automatic Coverage**: If the applicant does not receive a request for additional information or a notification of denial from the Division dated within ten days of receipt of the application by the Division, authorization to discharge in accordance with the conditions of this permit shall be deemed granted.

c) **Individual Permit Required**: If, after evaluation of the application (or additional information, such as the SWMP), it is found that this general permit is not applicable to the operation, then the application will be processed as one for an individual permit. The applicant will be notified of the Division's decision to deny certification under this general permit. For an individual permit, additional information may be requested, and 180 days will be required to process the application and issue the permit.

d) **Temporary Coverage**: Notwithstanding Parts I.A.5.a-c, above, the Division reserves the right to **temporarily** cover stormwater discharge from construction activity under general permits, even though individual permit coverage may be more appropriate.

Certification of these activities under a general permit does not in any way infringe on the Division's right to revoke that coverage and issue an individual permit or amend an existing individual permit.

e) **General vs. Individual Permit Coverage**: Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual CDPS permit. The owner or operator shall submit an individual application, with reasons supporting the request, to the Division at least 180 days prior to any discharge.

f) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

6. **Inactivation Notice**

When a site has been finally stabilized in accordance with the SWMP, the operator of the facility must submit an **Inactivation Notice** that is signed in accordance with Part I.E.1. of this permit. The Inactivation Notice form is available from the Division and includes:

a) Permit certification number;
b) The permittee's name, address, telephone number;
c) Name, location, and county for the construction site for which the application is being submitted.
d) Certification that the site has been finally stabilized, and a description of the final stabilization method(s).

An inactivation form may not be required for small construction activities if application was made for coverage with a completion date less than 12 months from the start of construction activity. In such cases, permit certification may be authorized for a predetermined period from 3 to 12 months. The permit certification will include the automatic expiration date for permit coverage. If permit coverage beyond that date is needed (i.e., the site has not been finally stabilized), the permittee must submit an extension request form to the Division at least 10 days prior to the expiration date.

7. **Transfer of Permit**

When responsibility for stormwater discharges at a construction site changes from one individual to another, the permittee shall submit a completed Notice of Transfer and Acceptance of Terms of a Construction General Stormwater Discharge Permit Certification that is signed in accordance with Part I.E.1. of this permit. The Notice of Transfer form is available from the Division and includes:

A. COVERAGE UNDER THIS PERMIT (cont.)

a) Permit certification number.
b) Name, location, and county for the construction site for which the application is being submitted.
c) The current permittee's name, address, telephone number and the status as Federal, State, private, public or other entity.
d) The new permittee's name, address and telephone number and the status as Federal, State, private, public or other entity.
e) Certification that the new permittee has reviewed the permit and SWMP and accepts responsibility, coverage and liability for the permit.
f) Effective date of transfer.

If the new responsible party will not complete the transfer form, the permit may be inactivated if the permittee has no legal responsibility, through ownership or contract, for the construction activities at the site. In this case, the new operator would be required to obtain permit coverage separately.

8. **Permit Expiration Date**

Authorization to discharge under this general permit shall expire on June 30, 2007. The Division must evaluate and reissue this general permit at least once every five years and must recertify the applicant's authority to discharge under the general permit at such time. Any permittee desiring continued coverage under the general permit must reapply by March 31, 2007. The Division will determine if the applicant may continue to operate under the terms of the general permit. An individual permit will be required for any facility not reauthorized to discharge under the reissued general permit.

9. **Individual Permit Criteria**

Aside from the activity type, the Division may use other criteria in evaluating whether an individual permit is required instead of this general permit. This information may come from the application, SWMP, or additional information as requested by the Division, and includes, but is not limited to, the following:

a) the quality of the receiving waters (i.e., the presence of downstream drinking water intakes or a high quality fishery, or for preservation of high quality water);
b) the size of the construction site;
c) evidence of noncompliance under a previous permit for the operation;
d) the use of chemicals within the stormwater system.

In addition, an individual permit may be required when the Division has shown or has reason to suspect that the stormwater discharge may contribute to a violation of a water quality standard.

B. CONTENTS OF THE STORMWATER MANAGEMENT PLAN

The SWMP shall be prepared in accordance with good engineering, hydrologic and pollution control practices. (The SWMP need not be prepared by a registered engineer.) The main objective of the plan shall be to identify Best Management Practices (BMPs) which when implemented will meet the terms and conditions of this permit (see Part I.C., below).

The plan shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe and ensure the implementation of BMPs which will be used to reduce the pollutants in stormwater discharges associated with construction activity. **Construction operations must implement the provisions of the SWMP required under this part as a condition of this permit.**

The SWMP shall include the following items, at a minimum:

B. CONTENTS OF THE STORMWATER MANAGEMENT PLAN (cont.)

1. **Site Description**

Each plan shall provide a description of the following:

a) A description of the construction activity.
b) The proposed sequence for major activities.
c) Estimates of the total area of the site, and the area of the site that is expected to undergo clearing, excavation or grading.
d) An estimate of the runoff coefficient of the site before and after construction activities are completed and any existing data describing the soil, soil erosion potential or the quality of any discharge from the site.
e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
f) The location and description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, etc.
g) The location and description of any anticipated non-stormwater components of the discharge, such as springs and landscape irrigation return flow.
h) The name of the receiving water(s) and the size, type and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

2. **Site Map**

Each plan shall provide a generalized site map or maps which indicate:

- construction site boundaries
- all areas of soil disturbance
- areas of cut and fill
- areas used for storage of building materials, soils or wastes
- location of any dedicated asphalt or concrete batch plants
- location of major erosion control facilities or structures
- springs, streams, wetlands and other surface waters
- boundaries of 100-year flood plains, if determined.

3. **BMPs for Stormwater Pollution Prevention**

The plan shall include a narrative description of appropriate controls and measures that will be implemented before and during construction activities at the facility.

The plan shall clearly describe the relationship between the phases of construction and the implementation and maintenance of controls and measures. For example, which controls will be implemented during each of the following stages of construction: clearing and grubbing necessary for perimeter controls, initiation of perimeter controls, remaining clearing and grubbing, road grading, storm drain installation, final grading, stabilization, and removal of control measures.

The description of controls shall address the following minimum components:

a) Erosion and Sediment Controls.

1) Structural Practices. A description of structural site management practices which will minimize erosion and sediment transport. Practices may include, but are not limited to: straw bales, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.

2) Non-Structural Practices. A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where possible and that disturbed areas are stabilized. Non-structural practices may include, but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

B. CONTENTS OF THE STORMWATER MANAGEMENT PLAN (cont.)

b) Materials Handling and Spill Prevention.

The SWMP shall identify any procedures or significant materials (see definitions at Part I.D.) handled at the site that could contribute pollutants to runoff. These could include sources such as: exposed storage of building materials, fertilizers or chemicals; waste piles; and equipment maintenance or fueling procedures. Areas or procedures where potential spills can occur shall have spill prevention and response procedures identified.

Measures to control stormwater pollution from dedicated concrete batch plants or dedicated asphalt batch plants covered by this certification, must be identified in the SWMP.

4. **Final Stabilization and Longterm Stormwater Management**

The plan shall include a description of the measures used to achieve final stabilization and measures to control pollutants in stormwater discharges that will occur **after** construction operations have been completed.

Final stabilization is reached when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site can be considered final stabilization. The permittee will be responsible for providing to the Division the documentation to make this comparison. The Division may, after consultation with the permittee and upon good cause, amend the final stabilization criteria for specific operations.

5. **Other Controls**

The plan shall include a description of other measures to control pollutants in stormwater discharges, including plans for waste disposal and limiting off-site soil tracking.

6. **Inspection and Maintenance**

The plan shall include a description of procedures to inspect and maintain in good and effective operating condition the vegetation, erosion and sediment control measures and other protective measures identified in the SWMP.

C. TERMS AND CONDITIONS

1. **General Limitations**

The following limitations shall apply to all discharges covered by this permit:

a) Stormwater discharges from construction activities shall not cause or threaten to cause pollution, contamination or degradation of State waters.

b) Concrete wash water shall not be discharged to state waters or to storm sewer systems.

c) Bulk storage structures for petroleum products and other chemicals shall have adequate protection so as to contain all spills and prevent any spilled material from entering State waters.

d) No chemicals are to be added to the discharge unless permission for the use of a specific chemical is granted by the Division. In granting the use of such chemicals, special conditions and monitoring may be addressed by separate letter.

e) The Division reserves the right to require sampling and testing, on a case-by-case basis, in the event that there is reason to suspect that compliance with the SWMP is a problem, or to measure the effectiveness of the BMPs in removing pollutants in the effluent. Such monitoring may include Whole Effluent Toxicity testing.

C. TERMS AND CONDITIONS (cont.)

f) All wastes composed of building materials must be removed from the site for disposal in licensed disposal facilities. No building material wastes or unused building materials shall be buried, dumped, or discharged at the site.

g) Off-site vehicle tracking of sediments shall be minimized.

h) All dischargers must comply with the lawful requirements of municipalities, counties, drainage districts and other local agencies regarding any discharges of stormwater to storm drain systems or other water courses under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with CDPS permits. Dischargers must comply with local stormwater management requirements, policies or guidelines including erosion and sediment control.

2. **Prohibition of Non-Stormwater Discharges**

a) Except as provided in paragraph b, below, **all discharges covered by this permit shall be composed entirely of stormwater**. Discharges of material other than stormwater must be addressed in a separate CDPS permit issued for that discharge.

b) Discharges from the following sources that are combined with stormwater discharges associated with construction activity may be authorized by this permit, provided that the non-stormwater component of the discharge is identified in the SWMP (see Part I.B.1.g of this permit):

- fire fighting activities
- landscape irrigation return flow
- springs

3. **Releases in Excess of Reportable Quantities**

This permit does not relieve the permittee of the reporting requirements of 40 CFR 110, 40 CFR 117 or 40 CFR 302. Any discharge of hazardous material must be handled in accordance with the Division's Notification Requirements (see Part II.A.3 of the permit).

4. **Stormwater Management Plans**

Prior to commencement of construction, the stormwater management plan (SWMP) shall be implemented for the construction site covered by this permit.

a) **Signatory Requirements**: The plan shall be signed in accordance with Part I.E.1., with one retained on site.

b) **SWMP Review/Changes**: The permittee shall amend the plan whenever there is a significant change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the State, or if the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.

5. **Inspections**

a) **Active Sites** - For sites where construction has not been completed, the permittee shall make a thorough inspection of their stormwater management system at least every 14 days and after any precipitation or snowmelt event that causes surface erosion.

1) The construction site perimeter, 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 identified in the SWMP shall be observed to ensure that they are operating correctly.

C. TERMS AND CONDITIONS (cont.)

2) Based on the results of the inspection, the description of potential pollutant sources, and the pollution prevention and control measures that are identified in the SWMP shall be revised and modified as appropriate as soon as practicable after such inspection. Modifications to control measures shall be implemented in a timely manner, but in no case more than 7 calendar days after the inspection.

3) The operator shall keep a record of inspections. Any incidence of non-compliance, such as uncontrolled releases of mud or muddy water or measurable quantities of sediment found off the site, shall be recorded with a brief explanation as to the measures taken to prevent future violations, as well as any measure taken to clean up the sediment that has left the site. After adequate measures have been taken to correct any problems, or where a report does not identify any incidents of non-compliance, the report shall contain a signed certification indicating the site is in compliance. This record shall be made available to the Division upon request.

b) **Completed Sites** - For sites where all construction activities are completed but final stabilization has not been achieved due to a vegetative cover that has been planted but has not become established, the permittee shall make a thorough inspection of their stormwater management system at least once every month. When site conditions make this schedule impractical, permittees may petition the Division to grant an alternate inspection schedule. These inspections must be conducted in accordance with paragraphs 1), 2), and 3) of Part I.C.5.a. above.

c) **Winter Conditions** - Inspections, as described above in a) and b), will not be required at sites where snow cover exists over the entire site for an extended period, and melting conditions do not exist. This exemption is applicable *only* during the period where melting conditions do not exist. Regular inspections, as described above, are required at all other times.

6. **Reporting**

No regular reporting requirements are included in this permit; however, the Division reserves the right to request that a copy of the inspection reports be submitted.

7. **SWMP Submittal Upon Request**

Upon request, the permittee shall submit a copy of the SWMP to the Division, EPA or any local agency in charge of approving sediment and erosion plans, grading plans or stormwater management plans.

All SWMPs required under this permit are considered reports that shall be available to the public under Section 308(b) of the CWA. The owner or operator of a facility with stormwater discharges covered by this permit shall make plans available to members of the public upon request, unless the SWMP has been submitted to the Division. However, the permittee may claim any portion of a SWMP as confidential in accordance with 40 CFR Part 2.

D. ADDITIONAL DEFINITIONS

For the purposes of this permit:

1. **BAT and BCT**: (Best Available Technology and Best Conventional Technology) Technology based federal water quality requirements covered under 40 CFR subchapter N.

2. **Best management practices (BMPs)**: schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

3. **Dedicated asphalt plants and concrete plants**: portable asphalt plants and concrete plants that are located on or adjacent to a construction site and that provide materials only to that specific construction site.

D. ADDITIONAL DEFINITIONS (cont.)

4. **Final stabilization**: when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site will be considered final stabilization.

5. **Municipal storm sewer system**: a conveyance or system of conveyances (including: roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), owned or operated by a State, city, town, county, district, or other public body (created by state law), having jurisdiction over disposal of sewage, industrial waste, stormwater, or other wastes; designed or used for collecting or conveying stormwater.

6. **Operator**: the individual who has day-to-day supervision and control of activities occurring at the construction site. This can be the owner, the developer, the general contractor or the agent of one of these parties, in some circumstances. It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of 'operator' and that the permit may be transferred as the roles change.

7. **Outfall**: a point source at the point where stormwater leaves the construction site and discharges to a receiving water or a stormwater collection system.

8. **Part of a larger common plan of development or sale**: a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

9. **Point source**: any discernible, confined and discrete conveyance from which pollutants are or may be discharged. Point source discharges of stormwater result from structures which increase the imperviousness of the ground which acts to collect runoff, with runoff being conveyed along the resulting drainage or grading pattern.

10. **Process water**: any water which during manufacturing or processing, comes into contact with or results from the production of any raw material, intermediate product, finished product, by product or waste product. This definition includes mine drainage.

11. **Receiving Water**: any water of the State of Colorado into which stormwater related to construction activities discharges.

12. **Runoff coefficient**: the fraction of total rainfall that will appear as runoff.

13. **Significant Materials** include but are not limited to: raw materials; fuels; materials such as metallic products; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharge.

14. **Stormwater**: precipitation-induced surface runoff.

15. **Waters of the state of Colorado**: any and all surface waters that are contained in or flow in or through the state of Colorado. This definition includes all water courses, even if they are usually dry.

E. GENERAL REQUIREMENTS

1. **<u>Signatory Requirements</u>**

a) All reports required for submittal shall be signed and certified for accuracy by the permittee in accordance with the following criteria:

1) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the form originates;
2) In the case of a partnership, by a general partner;

E. GENERAL REQUIREMENTS (cont.)

3) In the case of a sole proprietorship, by the proprietor;
4) In the case of a municipal, state, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.

b) **Changes to authorization**. If an authorization under paragraph a) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph a) of this section must be submitted to the Division, prior to or together with any reports, information, or applications to be signed by an authorized representative.

c) **Certification**. Any person signing a document under paragraph a) of this section shall make the following 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 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 fine and imprisonment for knowing violations."

2. **Retention of Records**

a) The permittee shall retain copies of the SWMP and all reports required by this permit and records of all data used to complete the application to be covered by this permit, for a period of at least three years from the date that the site is finally stabilized.

b) The permittee shall retain a copy of the SWMP required by this permit at the construction site from the date of project initiation to the date of final stabilization, unless another location, specified by the permittee, is approved by the Division.

PART II

A. MANAGEMENT REQUIREMENTS

1. **Change in Discharge**

The permittee shall inform the Division (Permits Unit) in writing of any intent to significantly change activities from those indicated in the permit application (this does not include changes to the SWMP). Upon request, the permittee shall furnish the Division with such plans and specifications which the Division deems reasonably necessary to evaluate the effect on the discharge and receiving stream. The SWMP shall be updated within 30 days of the changes.

The permittee shall submit this notice to the Division within two weeks after making a determination to perform the type of activity referred to in the preceding paragraph.

Any discharge to the waters of the State from a point source other than specifically authorized by this permit is prohibited.

2. **Special Notifications - Definitions**

a) Spill: An unintentional release of solid or liquid material which may cause pollution of state waters.

b) Upset: An exceptional incident in which there is unintentional and temporary noncompliance with permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

A. MANAGEMENT REQUIREMENTS (cont.)

3. **Noncompliance Notification**

a) If, for any reason, the permittee does not comply with or will be unable to comply with any permit limitations, standards or permit requirements specified in this permit, the permittee shall, at a minimum, provide the Water Quality Control Division and EPA with the following information:

1) A description of the discharge and cause of noncompliance;

2) The period of noncompliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and

3) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

b) The permittee shall report the following instances of noncompliance orally within twenty-four (24) hours from the time the permittee becomes aware of the noncompliance, and shall mail to the Division a written report within five (5) days after becoming aware of the noncompliance (unless otherwise specified by the Division):

1) Any instance of noncompliance which may endanger health or the environment;

2) Any spill or discharge of oil or other substance which may cause pollution of the waters of the state.

c) The permittee shall report all other instances of non-compliance to the Division within 30 days. The reports shall contain the information listed in sub-paragraph (a) of this section.

4. **Submission of Incorrect or Incomplete Information**

Where the permittee failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or report to the Division, the permittee shall promptly submit the relevant application information which was not submitted or any additional information needed to correct any erroneous information previously submitted.

5. **Bypass**

The bypass of treatment facilities is generally prohibited.

6. **Upsets**

a) Effect of an Upset

An upset constitutes an affirmative defense to an action brought for noncompliance with permit limitations and requirements if the requirements of paragraph b of this section are met. (No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.)

b) Conditions Necessary for a Demonstration of Upset

A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:

1) An upset occurred and that the permittee can identify the specific cause(s) of the upset;

2) The permitted facility was at the time being properly operated;

3) The permittee submitted notice of the upset as required in Part II.A.3. of this permit (24-hour notice); and

A. MANAGEMENT REQUIREMENTS (cont.)

4) The permittee complied with any remedial measures required under Section 122.7(d) of the federal regulations.

c) Burden of Proof

In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

7. **Removed Substances**

Solids, sludges, or other pollutants removed in the course of treatment or control of wastewaters shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the State.

8. **Minimization of Adverse Impact**

The permittee shall take all reasonable steps to minimize any adverse impact to waters of the State resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

9. **Reduction, Loss, or Failure of Treatment Facility**

The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the permit requirements. Upon reduction, loss, or failure of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control production, or all discharges, or both until the facility is restored or an alternative method of treatment is provided.

It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

10. **Proper Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

B. RESPONSIBILITIES

1. **Inspections and Right to Entry**

The permittee shall allow the Director of the State Water Quality Control Division, the EPA Regional Administrator, and/or their authorized representative, upon the presentation of credentials:

a) To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit;

b) At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any monitoring equipment or monitoring method required in the permit; and

c) To enter upon the permittee's premises to investigate, within reason, any actual, suspected, or potential source of water pollution, or any violation of the Colorado Water Quality Control Act. The investigation may include, but is not limited to, the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing permittee staff on alleged violations, and access to any and all facilities or areas within the permittee's premises that may have any effect on the discharge, permit, or alleged violation.

B. RESPONSIBILITIES (cont.)

2. **Duty to Provide Information**

The permittee shall furnish to the Division, within a reasonable time, any information which the Division may request to determine whether cause exists for modifying, revoking and reissuing, or inactivating coverage under this permit, or to determine compliance with this permit. The permittee shall also furnish to the Division, upon request, copies of records required to be kept by this permit.

3. **Transfer of Ownership or Control**

Certification under this permit may be transferred to a new permittee if:

a) The current permittee notifies the Division in writing when the transfer is desired; and

b) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and

c) The current permittee has met all fee requirements of the State Discharge Permit System Regulations, Section 61.15.

4. **Modification, Suspension, or Revocation of Permit By Division**

All permit modification, inactivation or revocation and reissuance actions shall be subject to the requirements of the State Discharge Permit System Regulations, Sections 61.5(2), 61.5(3), 61.7 and 61.15, 5 C.C.R. 1002-61, except for minor modifications.

a) This permit, and certification under this permit, may be modified, suspended, or revoked in whole or in part during its term for reasons determined by the Division including, but not limited to, the following:

1) Violation of any terms or conditions of the permit;

2) Obtaining a permit by misrepresentation or failing to disclose any fact which is material to the granting or denial of a permit or to the establishment of terms or conditions of the permit;

3) Materially false or inaccurate statements or information in the application for the permit;

4) Promulgation of toxic effluent standards or prohibitions (including any schedule of compliance specified in such effluent standard or prohibition) which are established under Section 307 of the Clean Water Act, where such a toxic pollutant is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit.

b) This permit, or certification under this permit, may be modified in whole or in part due to a change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge, such as:

1) Promulgation of Water Quality Standards applicable to waters affected by the permitted discharge; or

2) Effluent limitations or other requirements applicable pursuant to the State Act or federal requirements; or

3) Control regulations promulgated; or

4) Data submitted pursuant to Part I.B or Part I.C.1 indicates a potential for violation of adopted Water Quality Standards or stream classifications.

B. RESPONSIBILITIES (cont.)

c) This permit, or certification under this permit, may be modified in whole or in part to include new effluent limitations and other appropriate conditions where data submitted pursuant to Part I indicates that such effluent limitations and conditions are necessary to ensure compliance with applicable water quality standards and protection of classified uses.

d) At the request of the permittee, the Division may modify or inactivate certification under this permit if the following conditions are met:

1) In the case of inactivation, the permittee notifies the Division of its intent to inactivate the certification, and certifies that the site has been finally stabilized;

2) In the case of inactivation, the permittee has ceased any and all discharges to state waters and demonstrates to the Division there is no probability of further uncontrolled discharge(s) which may affect waters of the State.

3) The Division finds that the permittee has shown reasonable grounds consistent with the Federal and State statutes and regulations for such modification, amendment or inactivation;

4) Fee requirements of Section 61.15 of State Discharge Permit System Regulations have been met; and

5) Requirements of public notice have been met.

For small construction sites covered by a Qualifying Local Program, coverage under this permit is automatically terminated when a site has been finally stabilized.

5. **Permit Violations**

Failure to comply with any terms and/or conditions of this permit shall be a violation of this permit.

Dischargers of stormwater associated with industrial activity, as defined in the EPA Stormwater Regulation (40 CFR 122.26(b)(14), which do not obtain coverage under this or other Colorado general permits, or under an individual CDPS permit regulating industrial stormwater, will be in violation of the federal Clean Water Act and the Colorado Water Quality Control Act, 25-8-101. Failure to comply with CDPS permit requirements will also constitute a violation. Civil penalties for such violations may be up to $10,000 per day, and criminal pollution of state waters is punishable by fines of up to $25,000 per day.

6. **Legal Responsibilities**

The issuance of this permit does not convey any property or water rights in either real or personal property, or stream flows, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 (Oil and Hazardous Substance Liability) of the Clean Water Act.

7. **Severability**

The provisions of this permit are severable. If any provisions of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

B. RESPONSIBILITIES (cont.)

8. **Renewal Application**

If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least ninety (90) days before this permit expires. If the permittee anticipates that there will be no discharge after the expiration date of this permit, the Division should be promptly notified so that it can inactivate the certification in accordance with Part II.B.4.d.

9. **Confidentiality**

Except for data determined to be confidential under Section 308 of the Federal Clean Water Act and Regulations for the State Discharge Permit System 61.5(4), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division. The permittee must state what is confidential at the time of submittal.

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Commission or the Division, but shall be kept confidential. Any person seeking to invoke the protection of this section shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

10. **Fees**

The permittee is required to submit payment of an annual fee as set forth in the Water Quality Control Act. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-60l et. seq., C.R.S. l973 as amended.

11. **Requiring an Individual CDPS Permit**

The Director may require any owner or operator covered under this permit to apply for and obtain an individual CDPS permit if:

a) The discharger is not in compliance with the conditions of this general permit;

b) Conditions or standards have changed so that the discharge no longer qualifies for a general permit; or

c) Data become available which indicate water quality standards may be violated.

The owner or operator must be notified in writing that an application for an individual CDPS permit is required. When an individual CDPS permit is issued to an owner or operator otherwise covered under this General Permit, the applicability of the general permit to that owner or operator is automatically inactivated upon the effective date of the individual CDPS permit.

 Updated 2/02

STORMWATER
DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

This application is for use by all stormwater dischargers engaged in construction activities. Construction activities include clearing, grading, excavation, and other ground disturbance activities. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

This application covers Large Construction Sites (disturbing 5 or more acres) and Small Construction Sites (disturbing at least 1 but less than 5 acres). See Items 4 and 5. The requirement for Small Construction Sites to obtain permit coverage begins on **July 1, 2002**.

Application Due Dates: At least **ten days** prior to the anticipated date of discharge (start of construction), the owner or operator of the construction activity shall submit an application as provided by the Water Quality Control Division (the "Division"). This form may be reproduced.

Permit Fee: Do not send any payment with this application. You will be billed once you are covered under a permit.

Application Completeness: All items of the application must be completed accurately and in their entirety or the application will be deemed incomplete, and processing of the permit will not begin until all information is received. (Do not include a copy of the Stormwater Management Plan, unless requested by the Division.) One original copy of the completed application (no faxes) shall be submitted, only to:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-Permits
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

If you have questions on completing this application, you may contact the Division at (303) 692-3517.

INSTRUCTIONS

Item 1 - Provide the name and address of the permit applicant, including the company name, local contact, and mailing address. Indicate whether the applicant is the owner, developer or contractor of the construction site, and the status as a private, federal, state, county or other public entity. Include the applicant Federal taxpayer identification number (nine digits). Public entities should use their Federal employer identification number. This number will be used as an identifier for billing purposes.

Item 2 - Provide the street address of the construction site. (If not available, include the nearest intersection or other identifying information.) For the approximate center point of the property, the longitude/latitude, to the nearest 15 seconds, **must** be included. This information is easily obtainable from a U.S. Geological Survey topographical map, available at area map stores. Also include the name of the construction project.

Item 3 - Briefly describe the nature of the construction activities. Include such things as what is being constructed, the ultimate land use, construction methods, or other factors which might affect stormwater quality.

Item 4 - Provide the current estimated start and completion dates for the construction project.

Start date: This is the day you expect to begin disturbing soils, including grubbing, stockpiling, excavating, and grading activities.

Completion date: in terms of permit coverage, this is when the site is finally stabilized. This means that all disturbed areas have been either built on, paved, or a uniform vegetative cover has been established. **Permit coverage must be maintained until that time. Even if you are only doing one part of the project, the estimated completion date must be for the overall project.** If permit coverage is still required once your part is completed, the permit must be transferred to the owner/operator.

For Small Construction Sites (1-5 acres), it is very important to provide an accurate estimate. **If in doubt, assume a longer period of time.** If your estimate is for 12 months or less, the permit fee will be $68* per quarter, with a minimum fee payment of one quarter. The quarter will begin on the date the permit is issued. For those permit certifications issued for longer than 12 months, the fee is $270* per year. You will receive your bill after the issuance of your certification. Payment is due upon receipt.
(*Final amount to be determined by the 2002 Colorado legislature.)

If your estimate is for 12 months or less, your certification will automatically expire at the end of the relevant quarter (see certification for exact date). If your project is not completed (finally stabilized) as defined above by that time, you must fill out the Construction Certification Extension form (included with your permit), or risk being in violation of the Clean Water Act.

Item 5 - Provide both the total area of the construction site, and the area that will undergo disturbance, in acres. **Note:** aside from clearing, grading and excavation activities, disturbed areas also include areas receiving overburden (e.g., stockpiles), and areas with heavy equipment/vehicle traffic and storage.

If the project is part of a larger common plan of development or sale, the disturbed area of the total plan should also be included. This will be used to determine if the project is a Small Construction Site (see Item 4), and if the site may qualify for the waiver discussed below. A "common plan of development or sale" is a site where multiple separate and distinct construction activities may be taking place at different times on different schedules, but still under a single plan. This includes phased projects, projects with multiple filings or lots, and projects in a contiguous area that may be unrelated but still under the same contract.

If the total of the disturbed area is less than five acres, and the project will last less than one year, the site might qualify for a waiver based on the Rainfall Erosivity Factor. See http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html for more information.

Item 6 - Identify the receiving water. Receiving waters are any waters of the State of Colorado. These include any and all surface waters that are contained in or flow in or through the State of Colorado (except for water withdrawn for use until use and treatment have been completed). This definition includes all water courses, even if they are usually dry.

If stormwater from the construction site enters a ditch or storm sewer system, identify that system and indicate the ultimate receiving water for the ditch or storm sewer. **Note:** a stormwater discharge permit does **not** allow a discharge into a ditch or municipal storm sewer system without the approval of the owner/operator of that system.

Item 7 - The certification of completion of a Stormwater Management Plan (SWMP) **must** be signed by the applicant or their authorized agent. Appendix A contains the requirements for the SWMP **during the period of construction** (as listed in the general permit). Submittal of the SWMP is **not** required, however it must be developed and implemented and kept at the construction site. The Division reserves the right to request the SWMP at any time.

Note: The Division has a guidance document available on SWMP preparation (go to http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html or call (303) 692-3517).

Item 8 - The application **must be signed** to be considered complete. In all cases, it shall be signed as follows:

a) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the application originates.

b) In the case of a partnership, by a general partner.

c) In the case of a sole proprietorship, by the proprietor.

d) In the case of a municipal, state, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.

GENERAL PERMIT APPLICATION

STORMWATER DISCHARGES
ASSOCIATED WITH:

CONSTRUCTION ACTIVITY

(Permit No. COR-030000)

For Agency Use Only

C O R - 0 3 ____ ____ ____ ____

Date Received

Year	Month	Day
_____	_____	_____

Code: 9A 9B 9C(1) 9D(2) 9E(3) 9F(4)

Please print or type. All items must be completed accurately and in their entirety or the application will be deemed incomplete and processing of the permit will not begin until all information is received. Please refer to the instructions for information about the required items. An original signature of the applicant is **required.**

1. **Name and address of the permit applicant**:

Company Name _____

Mailing Address _____

City, State and Zip Code _____

Phone Number (____) _____ Who is applying? Owner Developer Contractor

Federal Taxpayer (or Employer) ID#: ___ ___ - ___ ___ ___ ___ ___ ___ ___

Entity Type: Private Federal State County City Other: _____

Local Contact (familiar with facility) _____

Title _____ Phone Number (____) _____

2. **Location of the construction site:**

Street Address _____

City, State and Zip Code _____

County _____ Name of plan or development _____

Latitude and Longitude _____

3. **Briefly describe the nature of the construction activity**:

_____

_____

_____

_____

_____

4. **Anticipated construction schedule (SEE INSTRUCTIONS!)**:

Commencement date: _____ Completion date: _____

5. **Area of the construction site**:

Total area of project site (acres) _____

Area of project site to undergo disturbance (acres) _____

If project site is part of a Larger Common Plan of Development or Sale, total area of common plan to undergo disturbance (see Instructions) _____

6. **The name of the receiving stream(s).** (If discharge is to a ditch or storm sewer, also include the name of the ultimate receiving water): _____

_____

7. **Stormwater Management Plan Certification**:

"I certify under penalty of law that a complete Stormwater Management Plan, as described in Appendix A of this application, has been prepared for my facility. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the Stormwater Management Plan is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for falsely certifying the completion of said SWMP, including the possibility of fine and imprisonment for knowing violations."

_____

Signature of Applicant Date Signed

_____

Name (printed) Title

8. **Signature of Applicant (legally responsible person)**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment."

_____

Signature of Applicant Date Signed

_____

Name (printed) Title

APPENDIX A
CONTENTS OF THE STORMWATER MANAGEMENT PLAN (SWMP)

The SWMP shall be prepared in accordance with good engineering, hydrologic and pollution control practices. (The SWMP need not be prepared by a registered engineer.) The main objective of the plan is to identify Best Management Practices (BMPs) which when implemented will meet the terms and conditions of the general permit. **Note:** The Division has a guidance document available on construction SWMP preparation (go to http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html or call (303) 692-3517).

The plan shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe and ensure the implementation of BMPs which will be used to reduce the pollutants in stormwater discharges associated with construction activity. **The BMPs must be implemented before construction/grading begins.** Construction operations must implement the provisions of the SWMP required under this part as a condition of this permit.

The SWMP shall include the following items, at a minimum:

1. **Site Description**

   Each plan shall provide a description of the following:
   a) A description of the construction activity.
   b) The proposed sequence for major activities.
   c) Estimates of the total area of the site, and the area of the site that is expected to undergo clearing, excavation or grading.
   d) An estimate of the runoff coefficient of the site before and after construction activities are completed and any existing data describing the soil, soil erosion potential or the quality of any discharge from the site.
   e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
   f) The location and description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, etc.
   g) The location and description of any anticipated non-stormwater components of the discharge, such as springs and landscape irrigation return flow.
   h) The name of the receiving water(s) and the size, type and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

2. **Site Map**

   Each plan shall provide a generalized site map or maps which indicate:
   - construction site boundaries
   - all areas of soil disturbance
   - areas of cut and fill
   - areas used for storage of building materials, soils or wastes
   - location of any dedicated asphalt or concrete batch plants
   - location of major erosion control facilities or structures
   - springs, streams, wetlands and other surface waters
   - boundaries of 100-year flood plains, if determined

3. **BMPs for Stormwater Pollution Prevention**

   The plan shall include a narrative description of appropriate controls and measures that will be implemented before and during construction activities at the facility.

The plan shall clearly describe the relationship between the phases of construction and the implementation and maintenance of controls and measures. For example, which controls will be implemented during each of the following stages of construction: clearing and grubbing necessary for perimeter controls, initiation of perimeter controls, remaining clearing and grubbing, road grading, storm drain installation, final grading, stabilization, and removal of control measures. The description of controls shall address the following minimum components:

a) Erosion and Sediment Controls

1) **Structural Practices**. A description of structural site management practices which will minimize erosion and sediment transport. Such practices may include: straw bales, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.

2) **Non-Structural Practices**. A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where possible and that disturbed areas are stabilized. Non-structural practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

b) Materials Handling and Spill Prevention

The SWMP shall identify any procedures or significant materials handled at the site that could contribute pollutants to runoff. These could include: exposed storage of building materials, fertilizers or chemicals; waste piles; and equipment maintenance or fueling procedures. Areas or procedures where potential spills can occur shall have spill prevention and response procedures identified.

Measures to control stormwater pollution from dedicated concrete batch plants or dedicated asphalt batch plants covered by this certification, must be identified in the SWMP.

4. **Final Stabilization and Long-term Stormwater Management**

A description of the measures used to achieve final stabilization and measures to control pollutants in stormwater discharges that will occur **after** construction operations have been completed.

Final stabilization is reached when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site can be considered final stabilization. The permittee will be responsible for providing to the Division the documentation to make this comparison. The Division may, after consultation with the permittee and upon good cause, amend the final stabilization criteria for specific operations.

5. **Other Controls**

A description of other measures to control pollutants in stormwater discharges, including plans for waste disposal and limiting off-site soil tracking.

6. **Inspection and Maintenance**

A description of procedures to inspect and maintain in good and effective operating condition the vegetation, erosion and sediment control measures and other protective measures identified in the SWMP.

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CONSTRUCTION GUIDANCE DOCUMENT:

PREPARING A STORMWATER MANAGEMENT PLAN

A. INTRODUCTION

Stormwater Management Plans (SWMPs) are a required item under the Construction Stormwater Discharge Permit. This document is designed to help you develop a SWMP for your construction project. It explains what each of the SWMP requirements means, and gives some options for you to consider in developing Best Management Practices (BMPs) that are best suited to your site **during construction**.

This guidance document primarily addresses the SWMP requirements in the construction general permit. Other requirements and limitations, such as chemical use, sampling, annual reporting, etc., are detailed in the permit. Also note that the SWMP and the stormwater permit only cover discharges of **stormwater**.

Construction dewatering is a separate issue, and must be covered by the Division's general permit for construction dewatering (regardless of the size of the construction project). Pumping or draining groundwater that has infiltrated into an excavation requires a construction dewatering permit. Stormwater that mixes with groundwater in an excavation is subject to the controls in the construction dewatering permit.

This guidance document assumes that the SWMP will be completed and implemented at the time the project breaks ground, and will be revised if necessary as construction proceeds.

6 Stormwater Management Plan (SWMP) Goal: to improve water quality by reducing pollutants in stormwater discharges.

B. GENERAL GUIDANCE

Construction activities produce many different kinds of pollutants which may cause stormwater contamination problems. The main pollutant of concern at construction sites is sediment. Grading activities remove grass, rocks, pavement and other protective ground covers, resulting in the exposure of underlying soil to the elements. The soil is then easily picked up by wind and/or washed away by rain or snow melt. When the water carrying these particles reaches a lake or stream and slows down, the particles fall out and build up layers of sediment in the stream beds. This chokes the river channel and covers the areas where fish spawn and plants grow. These particles also cloud waters, causing aquatic respiration problems, and can kill fish and plants growing in the river.

In addition, the construction of buildings and roads may require the use of toxic or hazardous materials such as petroleum products, fertilizers, pesticides and herbicides, and building materials such as asphalt, sealants and concrete, which may pollute stormwater. These materials can be harmful to humans, plants and aquatic life.

BMPs: Best Management Practices (BMPs) can describe a wide range of management procedures, schedules of activities, prohibitions on practices, and other management practices. BMPs also include operating procedures, treatment requirements and practices to control site runoff, drainage from materials storage, spills or leaks, etc.

Nonstructural BMPs, such as preventive maintenance or preserving natural vegetation, are mainly definitions of operational or managerial techniques. In addition, there are a multitude of structural BMPs which should be considered, depending upon the construction activity. Structural BMPs include physical processes ranging from diversion structures to silt fences to retention ponds.

Most of the BMPs referenced here are widely used in the construction industry. They generally involve a simple and low cost approach, and can be very effective when properly installed and maintained.

The stormwater permit requires the use of self-designed SWMPs. These plans are based on the use of BMPs. For construction sites, there are several types of BMPs: those that prevent erosion, those which prevent pollutants from the construction materials from mixing with stormwater, and those which trap pollutants before they can be discharged.

Sediment controls typically include:

- minimizing the amount of disturbed soil
- preventing runoff from off-site areas from flowing across disturbed areas
- slowing down the runoff flowing across the site
- removing sediment from on-site runoff before it leaves the site

Implementation: While erosion and sediment controls are not new ideas in construction, the timing of installation may now differ. The SWMP focus is primarily on controls used **during** earth disturbing activities. This means that hay bales, silt fences, etc. should be in place **before** grading begins, not after.

Common Sense Approach: Your SWMP is intended to be a usable document, not a paper exercise. Therefore, do not include measures which may sound good, but are unreasonable or not feasible for your site. Failure to implement your SWMP, even if the BMPs listed do not make sense, puts you in automatic violation of your permit. For example, a blanket statement that runoff from **all** disturbed areas will be controlled by silt fences, even if the slope or channels are too steep/narrow for this particular BMP, would be unreasonable.

On the other hand, if a particular BMP is listed in the SWMP, but then later turns out to be impractical or ineffective, the SWMP should be amended to reflect the changes/improvements made.

SWMP Items, Format: When preparing your plan, make sure to **address each item**. If it is not applicable to your site, briefly explain why. A simple "Not Applicable" is not enough.

In addition, your SWMP should follow the same format as the SWMP requirements listed in Part C, below. That is, even if you are using an existing document (such as plans and specs) which includes the SWMP items somewhere within it, you **must** also include a cover sheet that cross-references each of the SWMP items, and indicates where it can be found in your existing document.

Existing Controls: Note that the SWMP should include any existing stormwater controls at your site, not just new or proposed ones. It can also include any erosion, sediment or drainage controls which are required by other regulations, such as local erosion and sediment control ordinances.

SWMP Availability: A copy of the SWMP **must be kept on site**, for ready availability to the operator, and so that Division personnel can review it during an inspection.

SWMP Administrator: It is helpful to have a designated SWMP Administrator, so that dealings with the Division, and changes to the plan, can be coordinated. The SWMP Administrator becomes the contact for all SWMP-related issues and is the person responsible for its accuracy, completeness, and implementation. Therefore, the SWMP Administrator should be a person in an authoritative position.

Additional Items: In this document, the text in ***bold italics*** is quoted directly from the Construction general permit. The text in standard typeface is provided as guidance in the preparation of your SWMP. The references (Part I.B.1.d, for example) correspond to the location of the item in the Construction general permit.

C. INDIVIDUAL SWMP ITEMS

I.B. STORMWATER MANAGEMENT PLAN - CONTENTS AND REQUIREMENTS

The SWMP shall be prepared in accordance with good engineering, hydrologic and pollution control practices. (The SWMP need not be prepared by a registered engineer.) The main objective of the plan shall be to identify Best Management Practices (BMPs) which when implemented will meet the terms and conditions of the general permit.

The plan shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe and ensure the implementation of BMPs which will be used to reduce the pollutants in stormwater discharges associated with construction activity. Construction operations must implement the provisions of the SWMP required under this part as a condition of this permit.

Facilities must implement the provisions of the SWMP required under this part as a condition of their permit. The Division reserves the right to review those plans, and to require additional measures to prevent and control pollution as needed.

The SWMP shall include the following items, at a minimum:

I.B.1. Site Description

Each plan shall provide a description of the following:

a) A description of the construction activity.
b) The proposed sequence for major activities.
c) Estimates of the total area of the site, and the area of the site that is expected to undergo clearing, excavation or grading.
d) An estimate of the runoff coefficient of the site before and after construction activities are completed and any existing data describing the soil, soil erosion potential or the quality of any discharge from the site.
e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
f) The location and description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, etc.
g) The location and description of any anticipated non-stormwater components of the discharge, such as springs and landscape irrigation return flow.
h) The name of the receiving water(s) and the size, type and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

This part describes the overall scope and physical characteristics of the project, as follows:

a) A description of the industrial activities at and final disposition of the site; for example, a summary of the grading activities, installation of utilities, paving, excavation, landscaping, etc.
b) Describe the sequence of events involved in the construction project, such as grading, excavation, etc.
c) This information, which is also required in the application, is useful in determining the extent of control measures needed.
d) The runoff coefficient ("C" value) is the percentage of precipitation volume which will not be absorbed by the surface. For example, for a 1" rainfall onto a paved surface, 85% of the water may run off. Tables with this information are available from the U.S. Soil Conservation Service or hydrology textbooks. Typical "C" values as provided in EPA's guidance manual are shown in Appendix A.

e) It is necessary to include the percentage of existing vegetative ground cover in order to determine, after construction, when the site has been finally stabilized. See Part I.B.4 of the permit (also page 7 of this document), for final stabilization criteria. Final stabilization of the site is necessary before coverage under the permit can be terminated.
f) Describe the activities which will take place at the site which may have an impact on stormwater. These may include such things as the following: equipment or vehicle washing; fertilizers, chemicals, or other materials storage; vehicle maintenance or fueling; waste incineration, treatment, storage or disposal; haul roads; off-site vehicle tracking; loading/unloading areas, etc.

g) Will there be any discharge from the project site, during construction, which is not from stormwater? If so, describe the source and how it will be handled.

h) This information is also required in the application. For example, "runoff from the east side of the site will go to a roadside ditch which discharges to Jimmy Smith Gulch; runoff from the west side of the site will go to an unnamed tributary to Westerly Creek."

I.B.2. Site Map

Each plan shall provide a generalized site map or maps which indicate:
- ***construction site boundaries***
- ***all areas of soil disturbance***
- ***areas of cut and fill***
- ***areas used for storage of building materials, soils or wastes***
- ***location of any dedicated asphalt or concrete batch plants***
- ***location of major erosion control facilities or structures***
- ***springs, streams, wetlands and other surface waters***
- ***boundaries of 100-year flood plains, if determined***

A site map must be developed for each construction project. The site map must show those items listed above. It does not need to be drawn to scale, but it should be legible and easy to read. Two examples of a site map are shown in Appendix B.

The construction plans may be used, if they are amended to include all required information. Local municipalities may also have maps suitable as bases to begin mapping procedures. If no other suitable base maps are available, one must be developed. Regardless of the source of the base map, the site map needs to be of suitable scale to show the construction portion of the site and the features within it.

In addition to the items specifically mentioned above, it is useful to also indicate on the map the following:

- Drainage basins for each outfall:
  Field inspection can usually accomplish this task with acceptable accuracy. Look for high areas such as crests of hills, parking lots, roads, etc. which would form the division between drainages. Gullies and swales are indicators of stormwater flow direction. Obviously, if runoff is observed during a storm, most uncertainties can be eliminated. The drainage areas shown should include the portions of the site where the activities described in I.B.1.f (above) occur, as well as those portions (such as upslope areas) contributing stormwater that mixes with runoff from the construction area.
- Surface water bodies (including dry water courses):
  Mark on the site map any surface water bodies, including lakes, streams, springs, wetlands, detention ponds, roadside or irrigation ditches, etc. These do not necessarily need to be within the construction portion of the site, but may be adjacent to it or impacted by stormwater runoff. Also include any existing storm sewers.
- Existing and planned structural stormwater pollution control measures:
  Show on the map the location of any structural stormwater pollution control measures, such as detention ponds, diversion ditches, covered material storage areas, fuel farm secondary containment structures, etc.
- Areas where industrial activities take place, as identified in Part I.B.1.a, above.
- Paved and unpaved areas where the runoff coefficient may be different.

In addition, other features could be included to make the SWMP a more comprehensive and usable plan. For example, a later section of the SWMP includes requirements for material handling and spill prevention procedures, which could include a site map showing where materials are stored. By including materials handling, loading and storage areas on the site map, all information would be in one place on a single base map.

I.B.3. BMPs for Stormwater Pollution Prevention

The plan shall include a narrative description of appropriate controls and measures that will be implemented before and during construction activities at the facility. The plan shall clearly describe the relationship between the phases of construction and the implementation and maintenance of controls and measures. For example, which controls will be implemented during

each of the following stages of construction: clearing and grubbing necessary for perimeter controls, initiation of perimeter controls, remaining clearing and grubbing, road grading, storm drain installation, final grading, stabilization, and removal of control measures.

The description of controls shall address the following minimum components:

a) <u>Erosion and Sediment Controls</u>

1) Structural Practices. A description of structural site management practices which will minimize erosion and sediment transport. Such practices may include: straw bales, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.

2) Non-Structural Practices. A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where possible and that disturbed areas are stabilized. Non-structural practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

Best Management Practices (BMPs)

This is the key part of the SWMP - a narrative description of the appropriate stormwater management practices for the permittee's site.

The first thing to do is assess the potential of various sources at the site to contribute pollutants to stormwater discharges associated with industrial activity. In addition to the actual construction and ground disturbance activities, evaluate the following types of activities for the reasonable potential for contributing pollutants to runoff: loading and unloading operations; outdoor storage activities; vehicle and equipment maintenance and fueling; significant dust or particulate generating processes; and on-site waste disposal practices. Some of the factors to consider include the quantity of chemicals used or discharged, site conditions (slope, soil permeability, etc.), and the likelihood of contact with stormwater.

6 In each case where stormwater pollution potential exists, appropriate preventive measures (that is, BMPs) must be taken and documented.

When selecting BMPs, the most important ones to evaluate first are those which limit the source of the pollutant. It is much more efficient, from both a cost and environmental standpoint, to prevent the pollution in the first place than to clean up contaminated stormwater. For example, mulching disturbed ground to reduce erosion, in most cases, is easier and more effective than trying to capture and treat the sediment-laden runoff before it reaches state waters. As another example, a BMP requiring that any vehicle maintenance that involves fluid exchange must take place under a roof, results in the removal of a pollutant source (i.e., oil/hydraulic fluids) from possible contact with stormwater.
Once source reduction BMPs have been evaluated, then more costly options, such as mitigation of impacts, or stormwater treatment through detention storage, should be considered if necessary. The BMPs selected are up to the judgment of the individual permittee, based on the conditions at the site. However, it is important to keep in mind that a fully implemented SWMP will constitute compliance with Best Available Technology (BAT) and Best Conventional Technology (BCT), as mandated under the Federal Clean Water Act. Basically, this means that, in rder to comply with your permit, the appropriate measures **must** be taken in keeping with the pollutant(s) involved and the risk potential at the facility.

Based on an assessment of the potential of various sources at the site to contribute pollutants to stormwater, the plan should describe the control measures that are reasonable and appropriate. Estimated dates of compliance for the chosen BMPs to be implemented and maintained are also needed. Any existing controls should also be discussed. The plan shall identify both structural and non-structural control measures that are necessary to limit erosion.

A list of common BMPs, for construction and other industrial activities, is provided in Appendix C. There are many other BMPs available as well. A list of available documents to help you in selecting BMPs for your site is included in Appendix D.

I.B.3.b) ***Materials Handling and Spill Prevention***

The SWMP shall identify any procedures or significant materials handled at the site that could contribute pollutants to runoff. These could include: exposed storage of building materials, fertilizers or chemicals; waste piles; and equipment maintenance or fueling procedures. Areas or procedures where potential spills can occur shall have spill prevention and response procedures identified.

Measures to control stormwater pollution from dedicated concrete batch plants or dedicated asphalt batch plants covered by this certification, must be identified in the SWMP.

This area will involve all industrial activities at the site (except construction practices covered under the erosion and sediment controls) which have the potential to contaminate stormwater. This includes routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc. It is a good idea to discuss each activity separately. Judge the potential for the material to be found in stormwater using, at a minimum, the following criteria:

- the intensity of the activity (i.e., does it occur every day, or just once a month, etc.) Can it be scheduled to occur only during dry weather?
- the size of the area over which the activity takes place, the surface type (pavement, gravel, vegetation, etc.), and other physical characteristics such as slope
- ability of product storage and loading/unloading facilities (fuel tanks, drum storage, etc.) to contain spills and leaks
- the concentration and toxicity of materials which can be expected to be found in the site's stormwater runoff
- the contamination of storage facilities with the substances being stored (e.g, used oil drums or tanks coated with spilled oil)

(Obviously, if no chemicals, fuels or other materials are stored or handled on site, the part of the SWMP dealing with potential spills is not necessary. The SWMP should then include a statement to this effect.)

Where materials can impact stormwater runoff, existing and planned practices that reduce the potential for contamination shall be described. For example, materials should be stored and handled in covered areas to prevent contact with stormwater, and chemicals should be stored within berms or secondary containment devices to prevent leaks and spills from entering stormwater runoff.

In general, spill prevention and response procedures should include the following:

- notification procedures to be used in the event of an accident. At the very least, the SWMP Administrator should be notified. Depending on the nature of the spill and the material involved, the Colorado Dept. of Health, downstream water users, or other agencies may also need to be notified.
- instructions for clean-up procedures
- provisions for absorbents to be made available for use in fuel areas, and for containers to be available for used absorbents.
- prohibition on the washing of concrete trucks and other equipment into the storm drainage system

I.B.4. ***Final Stabilization and Longterm Stormwater Management***

A description of the measures used to achieve final stabilization and measures to control pollutants in stormwater discharges that will occur after construction operations have been completed.

Final stabilization is reached when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbance levels or equivalent

permanent, physical erosion reduction methods has been employed. The Division may, after consultation with the permittee and upon good cause, amend the final stabilization criteria for specific operations.

Typically, the stormwater discharge associated with construction activity is eliminated when the site is finally stabilized. As soon as practicable after construction activities have been completed in a disturbed area, permanent stabilization should be started to prevent further erosion of soil from that area. All disturbed areas (except those portions covered by pavement or a structure) should be finally stabilized once all construction activities are completed.

Stormwater management controls to prevent or control pollution of stormwater after construction is completed should be addressed here. They typically include retention or detention ponds, infiltration measures, vegetative swales, and natural depressions.

New developments, buildings, etc., will incorporate elements of stormwater quality control into their design. The SWMP must be prepared consistent with these structural and nonstructural controls. Many of the temporary controls used for sediment control can be modified into permanent structural controls. Where possible, permanent stormwater quality controls can be constructed at the initial stages of construction, or modified at the end of construction. This can increase the efficiency of the controls by using them during both the building and operational phases of the project.

I.B.5. Other Controls

A description of other measures to control pollutants in stormwater discharges, including plans for waste disposal and limiting off site soil tracking.

See the discussion in Appendix C.

I.B.6. Inspection and Maintenance

A description of procedures to inspect and maintain in good and effective operating condition the vegetation, erosion and sediment control measures and other protective measures identified in the SWMP.

The permit requires that a thorough inspection of the stormwater management system be performed at least every 14 days, **and** after any precipitation or snowmelt event that causes surface erosion. Part I.C.6 of the permit outlines the inspection requirements.

Additionally, this part of the SWMP should also include maintenance of the BMPs which are discussed in Part 4.f. Set up a schedule appropriate to the activity and the BMP. Preventive maintenance should be coupled with periodic inspections. If there are already inspections/preventive maintenance programs or practices or equipment in place, include them here.

Preventive maintenance involves the regular inspection and testing of site equipment and operational systems. These inspections should uncover conditions, such as cracks or slow leaks, which could cause breakdowns or failures that result in discharge of pollutants to storm sewers and surface waters. The program should prevent breakdowns and failures by adjustment, repair or replacement of equipment. An effective preventive maintenance program should include the following elements, at a minimum:

- identification of equipment, sediment and erosion controls, and site areas that should be inspected
- appropriate and timely maintenance, repair or replacement of control measures and equipment
- maintenance of complete records on inspections, equipment, and systems

In order to adequately define a preventive maintenance program, review the information gathered so far in terms of materials handling, risk assessment, etc., to determine where equipment failure could result in spills or leaks of contaminants. This section will be highly specific to each site.

An effective and efficient recordkeeping system is an important item of the SWMP because it will serve many functions. Perhaps the easiest way of setting up a good recordkeeping system is to create a SWMP Daily Log in which all items can be entered. Entries into the log could include anything relating to the SWMP, stormwater contamination, contacts with suppliers, etc.

Keeping accurate and complete records serves several functions. First, keeping records of spills, leaks, SWMP implementation, etc. is a requirement of the general permit; therefore, enforcement action, including fines, could result if records are not adequate. Second, by keeping accurate and detailed records, you will have documentation of events which could prove invaluable should complications arise concerning the permit, lawsuits, etc. And third, it will make compiling your annual report to the Division much easier.

The following list includes the types of activities and information you may want to include in a SWMP Log Book:

- records of spills, leaks, or overflows, including time and date, weather conditions, etc.
- implementation of specific items in the SWMP
- training events (given or attended)
- events involving materials handling and storage
- contacts with regulatory agencies and personnel
- notes of employee activities, contact, notifications, etc.
- maintenance and repair of stormwater management controls
- preventive maintenance activities
- inspection activities

Additional information such as dated photographs, field notebooks, drawings and maps, etc. can also be included where appropriate.

D. REFERENCES

"A Guide to Industrial Stormwater BMPs," William Ruzzo, 1992.

California Stormwater Best Management Practice Handbook - Construction Activity, as prepared for CA Stormwater Quality Task Force, by CDM, 3/93.

Compliance Manual for NPDES Stormwater Permits for Colorado Airports, as prepared for the Colorado Division of Aeronautics, by Resource Consultants & Engineers, Inc., 11/92.

Stormwater Management During Construction, Training Course Student Workbook, Red Rocks Community College, 1993.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA Publication No. 832-R-92-005, 9/92.

APPENDIX A

Sample Maps, not available on electronic version.

APPENDIX B

Table 2.1 Typical "C" Values (ASCE 1960)

Description of Area	**Runoff Coefficients**
Business	
Downtown areas	0.70 – 0.95
Neighborhood areas	0.50 – 0.70
Residential	
Single-family areas	0.30 – 0.50
Multiunits, detached	0.40 – 0.60
Multiunits, attached	0.60 – 0.75
Residential (suburban)	0.25 – 0.40
Apartment dwelling areas	0.50 – 0.70
Industrial	
Light areas	0.50 – 0.80
Heavy areas	0.60 – 0.90
Parks, cemeteries	0.10 – 0.25
Playgrounds	0.20 – 0.35
Railroad yard areas	0.20 – 0.40
Unimproved areas	0.10 – 0.30
Streets	
Asphalt	0.70 – 0.95
Concrete	0.80 – 0.95
Brick	0.70 – 0.85
Drives & walks	0.75 – 0.85
Roofs	0.75 – 0.95
Lawns – course textured soil (greater than 85% sand)	
Slope: Flat, 2%	0.05 – 0.10
Average, 2-7%	0.10 – 0.15
Steep, 7%	0.15 – 0.20
Lawns – fine textured soil (greater than 40% clay)	
Slope: Flat, 2%	0.13 – 0.17
Average, 2-7%	0.18 – 0.22
Steep, 7%	0.25 – 0.35

APPENDIX C

BEST MANAGEMENT PRACTICES (BMPs)

Below is a list of typical BMPs for construction sites:

- Sediment and erosion controls
  - temporary or permanent seeding
  - temporary or permanent swales
  - sodding
  - preserve natural vegetation
  - minimize bare soil exposure
  - slope protection (surface roughening, gradient terraces)
  - divert flow around exposed areas (interceptor dikes, swales)
  - mulching, matting, geotextile/netting and chemical soil stabilization
  - reduce surface runoff velocity (channel slope, check dams)
  - stream bank protection
  - pipe slope drains
  - sub-surface drains
  - sewer outlet protection
- Sediment removal from runoff
  - filter (silt) fence
  - straw bale barrier
  - brush barrier
  - gravel/stone filter berm
  - storm drain inlet protection
  - temporary or permanent sediment trap/basin
- Traditional stormwater management practices
  - vegetated swale
  - natural depressions
  - stormwater detention or retention pond
  - constructed wetlands
  - snow removal/storage activities
  - catch basin design
  - oil/water/grit separators
  - buffer zones
  - infiltration (trenches, swales, basins, porous pavement)
  - level spreaders
- Segregating or diverting flow around activity
  - channels (grass, concrete, rock lined)
  - dikes and berms
  - surface grading and paving
- Good housekeeping
  - routine trash/debris removal
  - scheduled maintenance
  - cleaning storm drains, grates and inlets
  - signs and labels
  - security system
- Visual inspec
  - regular inspections and testing
  - identify illegal dumping activities
- Preventive maintenance
  - non-scheduled maintenance
- Spill prevention
  - material handling procedures

- P material storage practices
- P loading/unloading by air pressure or vacuum
- P preventive monitoring of materials
- P vehicle positioning for materials transfer

! Employee training

! Recordkeeping and Reporting
- P inspections
- P maintenance
- P inventory of materials

! Chemical substitution

! Dust control
- P irrigation
- P minimize denuded areas
- P wind breaks
- P tillage

! Covering activity - roofs, tarps

! Containment
- P berming, curbing or diking around activity

! Recycling vehicle/equipment washwater

! Spill response
- P identify procedures and equipment
- P manual clean-up (sweeping, shoveling, etc.)
- P removal of contaminated materials by excavation
- P removal of contaminated materials by vacuum or pump systems
- P sorbents
- P gelling agents

! Drip pans

! Collection basins

! Sumps

! Vehicle/equipment washing

As an example of the level of detail that any of the above categories can generate, the following focuses on the Good Housekeeping aspect of BMPs:

Good Housekeeping/Operation and Maintenance Techniques:

Good housekeeping is an important pollution control measure. It requires the maintenance of a clean, orderly site. This part of the SWMP should address cleaning and maintenance schedules, trash disposal and collection practices, grounds maintenance, etc.

Most construction operations already adhere to some form of "Good Housekeeping" routine, whether they realize it or not. Permittees must now put these practices down in writing and ensure that they are adequate to meet the needs of the site. To prepare this section, begin by summarizing any activities which already take place, such as trash removal, oil recycling, etc.

Most good housekeeping practices involve simple common sense. The basic pollution prevention concept is that a clean site will have less potential for stormwater contamination. The following checklist can serve as a starting point for the assessment of existing or needed good housekeeping practices. Since each project is different, include any additional items pertinent to your site.

! is there evidence of drips or leaks from equipment or machinery at the site?

! is garbage/trash/construction debris removed regularly?

- are proper clean-up procedures used for spilled materials?
- are there abandoned machinery, parts, etc. around the site?
- is every effort made to order only materials that are required, thus minimizing the amounts of materials stored?
- what other practices routinely performed constitute good housekeeping?
- are signs posted at appropriate locations indicating where to dispose of waste oils and refuse?
- are locations where spill clean-up equipment and materials are stored appropriately marked?
- are fertilizers and other chemicals applied to landscaped areas judiciously applied, using only that quantity required?
- are portable toilet facilities properly maintained?

The following good housekeeping BMPs are recommended methods for the storage of materials, including lubricants, hydraulic fluids, grounds revegetation materials (fertilizers, pesticides, herbicides, etc.), refuse, etc.:

Material Storage and Inventory:

- the centralized used oil tank shall be emptied frequently enough to ensure it never reaches capacity (e.g., at least once per month). This area will be kept free of trash and spilled oil.
- all refuse dumpsters and receptacles shall be equipped with functional lids to prevent precipitation from entering.
- storage containers, drums, and bags shall be stored away from direct traffic routes to prevent accidental spills.
- empty drums shall be covered to prevent collection of precipitation.
- containers shall be stored on pallets or similar devices to prevent corrosion of the containers, which can result when containers come in contact with moisture on the ground.
- all chemical substances present at the site shall be identified.
- all of the chemical substances used in the workplace shall be listed, and the Material Safety Data Sheet (MSDS) obtained for each. The MSDSs will be readily available for use; i.e., posted at the locations where the materials are stored and handled.
- all containers shall be labeled to show the name and type of substance, stock number, expiration date, health hazards, including reactivity, corrosivity, ignitability and toxicity, suggestions for handling, and first aid information. (This information can usually be found on the MSDS. Unlabeled chemicals and chemicals with deteriorated labels are often disposed of unnecessarily or improperly.)

Employee Training: An important non-structural BMP is training of facility personnel. Even the most comprehensive SWMP is useless if no one knows about it. In order to make the SWMP an effective management tool, personnel must be informed of the procedures and how they are to be implemented. Any training session should include actual field observations of the BMPs being discussed.

New or temporary personnel and sub-contractors working at the site also need to be trained in the SWMP procedures as soon as possible. Sub-contractors should be provided with a copy, as well as being informed if they are liable for conditions set forth within it.

APPENDIX D

LIST OF AVAILABLE DOCUMENTS/GUIDANCE

1. **Available from EPA - (202) 260-7786**

A. **Regulations**

< 11/16/90 Federal Register (55 FR 47990) - NPDES Permit Application Requirements for Stormwater Discharges - Final Rule.
-Summary of 11/16/90 Rule

< 8/16/91 Federal Register (56 FR 40948) - NPDES General Permits and Reporting Requirements for Stormwater Discharges Associated with Industrial Activity - Proposed Rule.
-Summary of 8/16/91 Stormwater Implementation Rule
-8/16/91 Stormwater Implementation Rule Package Fact Sheet

< 4/2/92 Federal Register (57 FR 11394) - Application Deadlines, General Permit Requirements and Reporting Requirements, Final Rule.
-4/2/92 Stormwater Program Rule Fact Sheet

< 12/18/92 Federal Register (57 FR 60444) - Permit Issuance and Permit Compliance Deadlines for Phase I Discharges, Final Rule.

B. **Program Summaries**

< Overview of the Stormwater Program (11/92)

< Question and Answer Document (3/92)

C. **Guidance**

< **Summary**: Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices (10/92)

< **Summary**: Stormwater Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices (10/92)

< Draft - Sediment and Erosion Control; an Inventory of Current Practices (EPA, OWEC, 4/20/90)

< Draft - Construction Site Stormwater Discharge Control; an Inventory of Current Practices (6/26/91)

D. **Miscellaneous**

< Ninth Circuit United States Court of Appeals Opinion regarding American Mining Congress v. EPA (5/27/92), and NRDC v. EPA (6/4/92)
-Ninth Circuit Stormwater Decision Fact Sheet (9/3/92)

2. **NOT Available from EPA**

A. **EPA Documents**

<<< Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices (EPA-832-R-92-005, 9/92)
-Call NTIS (703)+487-4650, order number PB 92-235951 ($35), or
-Education Resource Information Center/Clearinghouse (614)+292-6717, order number 482N ($22.50)

< Stormwater Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices (EPA-832-R-92-006, 9/92)
-Call NTIS (703)+487-4650, order number PB 92-235969 ($35), or
-Education Resource Information Center/Clearinghouse (614)+292-6717, order number 477N ($26.75)

B. **Local and Other Documents**

B. **Local and Other Documents**

< Urban Storm Drainage Criteria Manual, Vol. 3 - Best Management Practices, Stormwater Quality - Urban Drainage and Flood Control Dist., Denver (11/92)
-Write to Urban Drainage and Flood Control Dist., 2480 W. 26th Ave., Ste. 156B, Denver, CO 80211-5500, (303)+455-6277 ($40 plus shipping)

< Erosion Control and Stormwater Quality Guide (6/95) - Colo. Dept. of Transportation. Call (303)+757-9343

< California Stormwater Best Management Practice Handbooks (3/93). Municipal Handbook ($12.50), Construction Handbook ($12.00), Industrial/Commercial Handbook ($13.00), plus shipping.
-Call Alameda County Public Works Agency, (510)+444-6771

3. **Class: "Stormwater Management During Construction"**

< Topics:
- Stormwater Management and Construction
- Regulatory Requirements
- Erosion and Sediment Control
- Best Management Practices
- Field Trip (second day)

< Class held at Red Rocks Community College, Lakewood
< 1 2 day training course
< $150/person (group discounts available), plus optional $25 fee for certification
< Course Information: Scott Olson, Course Instructor, (303) 914-6282

(**Note:** Other on-going training opportunities will be listed as information becomes available to the Division.)

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WATER QUALITY CONTROL DIVISION
COLORADO DISCHARGE PERMIT SYSTEM APPLICATION
FOR CONSTRUCTION DEWATERING WASTEWATER DISCHARGE

REVISED APRIL, 2003

This application is for use by all dischargers engaged in the dewatering of groundwater from a construction site. This application is applicable for coverage under a general or individual permit. For an electronic version of this application please contact the Permits and Enforcement Section at 692-3500.

WATER RIGHTS

The State Engineers Office (SEO) has indicated that any discharge that does not return water directly to surface waters (i.e. land application, rapid infiltration basins, etc.) has the potential for material injury to a water right. As a result, the SEO needs to determine that material injury to a water right will not occur from such activities. To make this judgement, the SEO requests that a copy of all documentation demonstrating that the requirements of Colorado water law have been met, be submitted to their office for review. The submittal should be made as soon as possible to the following address:

Colorado Division of Water Resources
1313 Sherman St. Rm 818
Denver, Colorado 80203

Should there be any questions on the issue of water rights, the SEO can be contacted at (303) 866-3581. It is important to understand that any CDPS permit issued by the Water Quality Control Division **does not constitute a water right. Issuance of a CDPS permit does not negate the need to also have the necessary water rights in place.** It is also important to understand that even if the activity has an existing CDPS permit, there is no guarantee that the proper water rights are in place.

GENERAL INSTRUCTIONS

Application Due Dates: At least **thirty days** prior to the anticipated date of discharge, the owner (or operator if the owner does not operate the facility) of the facility shall submit an application as provided by the Water Quality Control Division (the "Division").

Permit Fee: For all permits issued for less than one year the permit fee will be $89.00 per quarter, with a minimum fee payment of one quarter. All quarters will begin on the date the permit is issued. For those permits issued for 12 months or longer the fee is $358.00. You will receive your bill at the time of issuance for your certification. Payment is due upon receipt.

Application Completeness: All items of the application must be completed accurately and in their entirety or the application will be deemed incomplete, and processing of the permit will not begin until all information is received. If you have questions on completing this application, you may contact the Division at (303) 692-3500. **Two copies** of the completed application shall be submitted, only to:

If you need an extension of this permit you are required to **prepay** for all additional quarters requested, and the request for extension must be made 30 days prior to the expiration date shown on your permit.
The Certification and Authorization to discharge will cease on the expiration date shown on your permit if additional quarters requested are not prepaid.

Colorado Department of Health
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

SPECIFIC INSTRUCTIONS

Item 1 - Self explanatory.

Item 2 - Self explanatory.

Item 3 - This item is needed to identify who will receive and be responsible for the permit.

Item 4 - All owners of the property must be identified.

Item 5 - Self explanatory.

Item 6 - Self-explanatory

Item 7 - If the discharge point will be moved during the life of the permit, the permit will contain conditions such that the discharge point may be moved without the need for modification.

Item 8 - This map is intended to serve as an area map attachment to the permit. A legible submittal is required. **This map must be on paper 8 ½ by 11 inches.**

Item 9 - This is a facility sketch showing the discharge points, for inclusion in the permit. A legible submittal is required on paper **8 ½ x 11**.

Item 10, 11, and 12 - Self explanatory.

Item 13 - List in the table the outfalls expected, type of filtration you will use, the flows expected and the receiving stream. You may estimate the flow contribution if no data is available. Be sure to include the identity of the receiving water. Receiving waters are any waters of the state of Colorado. These include any and all surface waters that are contained in or flow in or through the state of Colorado (except for water withdrawn for use until use and treatment have been completed). This definition includes all water courses, even if they are usually dry.

Item 14 - Self explanatory. Specify the sample type and standard methods.

Item 15 - If land application, defined as any discharge being applied to the land, is practiced or proposed the Division needs appropriate information to understand the operation and make a judgment as to possible impact on ground or surface waters. If not identified elsewhere, identify the nearest surface waters or dry stream bed.

Item 16, 17, 18, 19, 20, and 21 - Self explanatory.

Item 22 - The application form shall be signed as follows:

(a) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the application originates.

(b) In the case of a proprietorship, by a general partner.

(c) In the case of a sole proprietorship, by the proprietor.

(d) In the case of municipal, state, or other public facility, by either a principal executive officer, ranking elected official, or duly authorized employee.

Either the owner(s) or the operator(s) shall sign the form.

CONSTRUCTION DEWATERING- INDUSTRIAL WASTEWATER DISCHARGE APPLICATION	FOR AGENCY USE ONLY		
	PERMIT NUMBER		
	C O - 0 7		
	DATE RECEIVED		
	YEAR	MONTH	DAY

Do not attempt to complete this form before reading the accompanying instructions. PLEASE PRINT OR TYPE

☐ NEW OR ☐ RENEWAL - EXISTING PERMIT NO. _____

1. Is application for a short-term certification (certification will only be effective for no more than 1 year after issuance)? ☐
   OR
   Is application for a regular term certification (certification will be effective for 5 years from issuance)? ☐

2. Specify whether owner or operator is making application for the permit: ☐ OWNER ☐ OPERATOR

3. Name, address, and telephone number of the **person or persons that are responsible for the permit, and to whom this permit should be sent. Note**: The person or persons that are responsible for the permit will be required to sign Item 21 of this application.

   Company Name _____

   Individual's Name_____

   Project Name_____

   FEDERAL TAXPAYER I.D. NUMBER ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

   Facility Name _____

   Mailing Address_____

   Street Address _____

   City _____State____ E-mail _____

   County _____Zip Code _____

   Telephone Number ( )_____ Fax. No. ( )_____

4. Name, address, and telephone number of the owner of the facility producing the discharge.

   Property Owner(s) _____

   Facility Name _____

   Mailing Address_____

   Street Address_____

   City_____ State ____ E-mail _____

   County _____ Zip Code _____

   Telephone Number ( ) _____Fax. No. ( ) _____

5. Location of facility_____

Longitude_____ Latitude_____

Legal description (Township, Range, 1/4 Section)_____

Street _____ County_____

City_____ State_____ Zip Code _____

Local Contact (familiar with facility) _____

Telephone Number ( )_____ Title _____

Please provide directions to the operation from a nearby town or landmark.

_____

_____

6. Type of activity: e.g., building construction, general construction, highway bridge and tunnel construction, etc. and a description of activities being performed, including construction schedule and months of operation. Specify source(s) of wastewater to be discharged (i.e. groundwater, storm water runoff).

_____

_____

_____

_____

7. Do you anticipate the need for changing or adding the discharge point(s) as construction progresses? If so, briefly explain.

_____

_____

8. A location map designating the facility property and discharge points shall be submitted. The map shall be from a 7 or 15 minute USGS quad sheet or a map of comparable scale. A north arrow shall be shown. Any public water supply intakes within a 5 mile radius of the facility shall also be identified, if known (see item 20). **This map must be on paper 8 ½x 11 inches**.

9. A legible sketch of the site shall be submitted and include appurtenant facilities (buildings, ponds, diversion ditches, etc.), stream location, numbered discharge points, sampling and flow monitoring points. Sketch shall be on paper 8 x 11 inches. Label the outfalls on the sketch to correspond with the numbers listed in 10. **This map must be on paper 8 ½x 11 inches**

10. Will the discharge go to a ditch, storm sewer, or any other type of conveyance? ☐ YES ☐ NO
If YES, submit documentation that the owner of the ditch, storm sewer, or any other type of conveyance, allows this discharge. **No certification will be processed unless documentation of approval is received.**

11. Method of flow measurement for each discharge (i.e. 90° v-notch weir, pump capacity, parshall flume, etc.). Designate whether currently installed or proposed.

_____

_____

12. Do you have bulk storage of diesel fuel, gasoline, solvents, or other hazardous materials on site? ☐ YES ☐ NO

13. For each outfall provide in the table below, include the following : (1) The average and maximum flow expected from each outfall; (2) A discussion of the method used to meet permit effluent limits, (3) The name of the receiving stream. **Indicate flow rates as gpm or MGD.**

OUTFALL NUMBER	TREATMENT AND FLOW			RECEIVING STREAM
	TREATMENT	AVG. FLOW	MAX. FLOW	

14. Analytical data for the following parameters shall be submitted from at least one sampling of each discharge point. See instructions. If no water is currently available for analysis, so indicate.

_____Alkalinity (mg/l) _____ Oil & Grease (mg/l)

_____pH (s.u.) _____COD (mg/l)

_____Total Suspended Solids (mg/l) _____Total Dissolved Solids (mg/l)

_____No water to analyze at this time.

The Division may request analysis of other parameters once the application has been reviewed.

Note to the applicant: If the Division requests a representative analysis of the water which will be discharged, the application process time may be lengthened.

15. Is or will land application of any wastewater be practiced for purposes other than reclamation or dust control? ☐ YES ☐ NO

Will there be a discharge from this area? ☐ YES ☐ NO

16. Is this operation located within one mile of a landfill, or any mine or mill tailings? ☐ YES ☐ NO

Will dewatering take place on the site of an abandoned landfill? ☐ YES ☐ NO

Has the dewatering area been checked for possible groundwater contamination, such as plumes from leaking underground storage tanks, etc?

☐ YES ☐ NO

If YES, please show location of the landfill, tailings, or possible groundwater contamination on the location map (7) or general sketch map (8). Please explain the location, extent of contamination, and possible effect on the groundwater pumping from this facility, please submit analysis of the parameters. **Note: Please contact Water Quality Control Division for the proper parameters to report.**

_____

_____

_____

Note to the applicant: If the Division must request a representative analysis of the water to be discharged, the application process time may be lengthened.

17. Will flocculants (settling agents or chemical additives) be used to treat water prior to discharge? ☐ YES ☐ NO
If YES, specify chemical used and submit Materials Safety Data Sheet (MSDS).

_____
_____
_____

18. Estimate how long the dewatering will last _____Years _____Months.

19. When will construction and dewatering begin? _____

20. Are there downstream water supply intakes within 5 miles of this facility? ☐ YES ☐ NO

If YES, specify name(s) of owners of water supply intake (if known)

_____
_____
_____

21. Do you have any other environmental permits under any of the following programs?

Permit Name	Yes	No	Applied For, Date	Permit No.
Colorado Division of Minerals and Geology (formerly MLRD)				
Underground Injection Control				
Dredge or fill permit under Section 404 of the Clean Water Act (CWA) (Army Corps of Engineers)				
Resource Conservation and Recovery Act (RCRA)				
CDPS Stormwater				
Colorado State Air Pollution Emission				
Other				

22. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Signature of Owner(s)_____ Date Signed_____

Name (printed) _____Title_____

Signature of Operator_____Date Signed_____

Name (printed)_____ Title_____

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SECTION 02220

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05/02

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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

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

This facility will remain partially occupied during the project, and must be kept safe and secure for all personnel working there, and for the operations conducted therein. 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.

The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. 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. In the interest of conservation, salvage shall be pursued to the maximum extent possible.

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.

1.5 DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance or hazard 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. Vacuum and dust the work area daily.

1.6 PROTECTION

1.6.1 Traffic Control Signs

Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. 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. Do not overload structural elements or pavements to remain.

Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Provide secure closures at every new opening cut into existing walls, floors, roofs or ceilings prior to end of that days work to maintain the designated level of security for the entire facility. Repairs, reinforcement, secure closure, or structural replacement must have Contracting Officer approval.

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. Where removal of existing roofing is necessary to accomplish work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure effectiveness and to prevent displacement.

1.6.4 Trees

Trees within the project site which might be damaged during demolition, and which are indicated to be left in place, shall be protected by a 1.8 m (6 foot) high fence. The fence shall be securely erected a minimum of 1.5 m from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the work under this contract shall be replaced in kind or as approved by the Contracting Officer.

1.6.5 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.

1.6.6 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 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.

1.9 Required Data

Demolition plan shall include procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, coordination with the project phasing plan, a disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.10 Environmental Protection

The work shall comply with the requirements of Section 01355 ENVIRONMENTAL PROTECTION.

1.11 USE OF EXPLOSIVES

Use of explosives will not be permitted.

1.12 AVAILABILITY OF WORK AREAS

Areas in which the work is to be accomplished will be available in accordance with specifications Section 00800 SPECIAL CONTRACT REQUIREMENTS.

Area	Date
_____	_____
_____	_____

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

3.1.1 Structures

Existing structures indicated shall be removed to top of foundation walls to 0.3 meters below grade or basement floor, as applicable. Interior walls, shall be removed to top of concrete slab on ground. Sidewalks, curbs, gutters and street light bases shall be removed as indicated.

3.1.2 Utilities and Related Equipment

All utility removals, terminations, transfers and new taps shall be scheduled, approved and coordinated in accordance with PAFB outage procedures and permit process. 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. Remove meters and related equipment and deliver to a location in accordance with instructions of the Contracting Officer. If utility lines are encountered that are not shown on drawings, contact the Contracting Officer

for further instructions.

3.1.3 Paving and Slabs

Remove concrete and asphaltic concrete paving and slabs as indicated. Provide neat sawcuts at limits of pavement removal as indicated.

3.1.4 Concrete

Saw concrete along straight lines to a depth of not less than 50 mm. 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.

3.1.5 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 left as a result of removals in existing concrete walls to remain shall be completely filled with an approved patching material, applied in accordance with the manufacturer's printed instructions.

b. Where existing partitions have been removed leaving damaged or missing flooring, patch to match the existing flooring.

c. Patch acoustic lay-in ceiling where partitions have been removed. The transition between the different ceiling heights shall be effected by continuing the higher ceiling level over to the first runner on the lower ceiling and closing the vertical opening with a painted sheet metal strip.

3.1.6 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 Reuse of Materials and Equipment

Remove and store materials and equipment indicated to be reused or relocated to prevent damage, and reinstall as the work progresses.

3.2.3 Unsalvageable Material

Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed of legally, off-site.

3.3 CLEANUP

Debris and rubbish shall be removed from basement and similar excavations. 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.

3.3.1 Debris and Rubbish

Debris and rubbish shall be removed from basement and similar excavations. 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.

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SECTION 02300

EARTHWORK

12/97

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SECTION 02300

EARTHWORK
12/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN 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
AASHTO T 224	(1996) Correction for Coarse Particles in the Soil Compaction Test

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1140	(1997) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 1556	(1990; R 1996el) 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 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

1.2 DEFINITIONS

1.2.1 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. Satisfactory materials for grading shall be comprised of stones less than 200 mm, except for fill material for pavements which shall be comprised of stones less than 75 mm in any dimension.

1.2.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; expansive soils, and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any contaminated materials.

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. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

1.2.4 Degree of Compaction

Degree of compaction required, except as noted in the second sentence, is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated as a percent of laboratory maximum density. Since ASTM D 1557 applies only to soils that have 30 percent or less by weight of their particles retained on the 9.0 mm sieve, the degree of compaction for material having more than 30 percent by weight of their particles retained on the 9.0 mm sieve shall be expressed as a percentage of the maximum density in accordance with AASHTO T 180 Method D and corrected with AASHTO T 224. To maintain the same percentage of coarse material, the "remove and replace" procedure as described in the NOTE 8 in Paragraph 7.2 of AASHTO T 180 shall be used.

1.2.5 Topsoil

Material suitable for topsoils obtained from offsite areas is defined as indicated in Section 02921 SEEDING.

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

Earthwork.

Procedure and location for disposal of unused satisfactory material. Proposed source of borrow material.

SD-06 Test Reports

Testing.

Within 24 hours of conclusion of physical tests, 4 copies of test results, including calibration curves and results of calibration tests.

SD-07 Certificates

Testing.

Qualifications of the commercial testing laboratory or Contractor's testing facilities.

1.4 SUBSURFACE DATA

Subsurface soil boring logs are shown on the drawings. The subsoil investigation report and samples of materials taken from subsurface investigations may be examined at the Government Project Office. These data represent the best subsurface information available; however, variations may exist in the subsurface between boring locations.

1.5 CLASSIFICATION OF EXCAVATION

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

1.6 BLASTING

Blasting will not be permitted.

1.7 UTILIZATION OF EXCAVATED MATERIALS

Unsatisfactory materials removed from excavations shall be disposed of in designated waste disposal or spoil areas. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in designated areas approved for surplus material storage or designated waste areas as directed. Newly designated waste areas on Government-controlled land shall be cleared and grubbed before disposal of waste material thereon. Coarse rock from excavations shall be stockpiled and used for constructing slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 STRIPPING OF TOPSOIL

Where indicated or directed, topsoil shall be stripped to a depth of 150 millimeters. Topsoil shall be spread on areas already graded and prepared for topsoil, or transported and deposited in stockpiles convenient to areas that are to receive application of the topsoil later, or at locations indicated or specified. Topsoil shall be kept separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 50 mm in diameter, and other materials that would interfere with planting and maintenance operations. Any surplus of topsoil from excavations and grading shall be removed from the site.

3.2 GENERAL EXCAVATION

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the typical sections shown and the tolerances specified in paragraph FINISHING. Satisfactory excavated materials shall be transported to and placed in fill or embankment within the limits of the work. Unsatisfactory materials encountered within the limits of the work shall be excavated below grade and replaced with satisfactory materials as directed. Such excavated material and the satisfactory material ordered as replacement shall be included in excavation. Surplus satisfactory excavated material not required for fill or embankment shall be disposed of in areas approved for surplus material storage or designated waste areas. Unsatisfactory excavated material shall be disposed of in designated waste or spoil areas. During construction, excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. Material required for fill or embankment in excess of that produced by excavation within the grading limits shall be excavated from the borrow areas indicated or from other approved areas selected by the Contractor as specified.

3.2.1 Ditches, Gutters, and Channel Changes

Excavation of ditches, gutters, and channel changes shall be accomplished by cutting accurately to the cross sections, grades, and elevations shown. Ditches and gutters shall not be excavated below grades shown. Excessive open ditch or gutter excavation shall be backfilled with satisfactory, thoroughly compacted, material or with suitable stone or cobble to grades shown. Material excavated shall be disposed of as shown or as directed, except that in no case shall material be deposited less than 1 meter from the edge of a ditch. The Contractor shall maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

3.2.2 Drainage Structures

Excavations shall be made to the lines, grades, and elevations shown, or as directed. Trenches and foundation pits shall be 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 or other hard foundation material shall be cleaned of loose debris and cut to a firm, level, stepped, or serrated surface. Loose disintegrated rock and thin strata shall be removed. When concrete or masonry is to be placed in an excavated area, the bottom of the excavation shall not be disturbed. Excavation to the final grade level shall not be made until just before the concrete or masonry is to be placed.

3.3 SELECTION OF BORROW MATERIAL

Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from the borrow areas from approved private sources. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Borrow material from approved sources on Government-controlled land may be obtained without payment of royalties. Unless specifically provided, no borrow shall be obtained within the limits of the project site without prior written approval. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation.

3.4 BACKFILL

Backfill adjacent to any and all types of structures shall be placed and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials to prevent wedging action or eccentric loading upon or against the structure. Ground surface on which backfill is to be placed shall be prepared as specified in paragraph PREPARATION OF GROUND SURFACE FOR EMBANKMENTS. Compaction requirements for backfill materials shall also conform to the applicable portions of paragraphs PREPARATION OF GROUND SURFACE FOR EMBANKMENTS, EMBANKMENTS, and SUBGRADE PREPARATION, and Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

3.5 PREPARATION OF GROUND SURFACE FOR EMBANKMENTS

3.5.1 General Requirements

Ground surface on which fill is to be placed shall be stripped of live, dead, or decayed vegetation, rubbish, debris, and other unsatisfactory material; plowed, disked, or otherwise broken up to a depth of 200 mm; pulverized; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. The prepared ground surface shall be scarified and moistened or aerated as required just prior to placement of embankment materials to assure adequate bond between embankment material and the prepared ground surface.

3.5.2 Frozen Material

Embankment shall not be placed on a foundation which contains frozen material, or which has been subjected to freeze-thaw action. This prohibition encompasses all foundation types, including the natural ground, all prepared subgrades (whether in an excavation or on an embankment) and all layers of previously placed and compacted earth fill which become the foundations for successive layers of earth fill. All material that freezes or has been subjected to freeze-thaw action during the construction work,

or during periods of temporary shutdowns, such as, but not limited to, nights, holidays, weekends, winter shutdowns, or earthwork operations, shall be removed to a depth that is acceptable to the Contracting Officer and replaced with new material. Alternatively, the material will be thawed, dried, reworked, and recompacted to the specified criteria before additional material is placed. The Contracting Officer will determine when placement of fill shall cease due to cold weather. The Contracting Officer may elect to use average daily air temperatures, and/or physical observation of the soils for his determination. Embankment material shall not contain frozen clumps of soil, snow, or ice.

3.6 EMBANKMENTS

3.6.1 Earth Embankments

Earth embankments shall be constructed from satisfactory materials free of organic or frozen material and rocks with any dimension greater than 75 mm. The material shall be placed in successive horizontal layers of loose material not more than 150 millimeters in depth. Each layer shall be spread uniformly on a soil surface that has been moistened or aerated as necessary, and scarified or otherwise broken up so that the fill will bond with the surface on which it is placed. After spreading, each layer shall be plowed, disked, or otherwise broken up; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 90 percent of laboratory maximum density for cohesive materials or 95 percent of laboratory maximum density for cohesionless materials. Compaction requirements for the upper portion of earth embankments forming subgrade for pavements shall be identical with those requirements specified in paragraph SUBGRADE PREPARATION. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

3.7 SUBGRADE PREPARATION

3.7.1 Construction

Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. This operation shall include plowing, disking, and any moistening or aerating required to obtain specified compaction. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Rock encountered in the cut section shall be excavated to a depth of 150 mm below finished grade for the subgrade. Low areas resulting from removal of unsatisfactory material or excavation of rock shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section and compacted as specified. The elevation of the finish subgrade shall not vary more than 15 mm from the established grade and cross section.

3.7.2 Compaction

Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Except for paved areas, each layer of the embankment shall be compacted to at least 90 percent of laboratory maximum density.

3.7.2.1 Subgrade for Pavements

Subgrade for pavements shall be compacted to at least 95 percent of

laboratory maximum density for the depth below the surface of the pavement shown. When more than one soil classification is present in the subgrade, the top 200 mm of subgrade shall be scarified, windrowed, thoroughly blended, reshaped, and compacted.

3.7.2.2 Subgrade for Shoulders

Subgrade for shoulders shall be compacted to at least 95 percent of laboratory maximum density for the full depth of the shoulder.

3.8 SHOULDER CONSTRUCTION

Shoulders shall be constructed of satisfactory excavated or borrow material or as otherwise shown or specified. Shoulders shall be constructed as soon as possible after adjacent paving is complete, but in the case of rigid pavements, shoulders shall not be constructed until permission of the Contracting Officer has been obtained. The entire shoulder area shall be compacted to at least the percentage of maximum density as specified in paragraph SUBGRADE PREPARATION above, for specific ranges of depth below the surface of the shoulder. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Shoulder construction shall be done in proper sequence in such a manner that adjacent ditches will be drained effectively and that no damage of any kind is done to the adjacent completed pavement. The completed shoulders shall be true to alignment and grade and shaped to drain in conformity with the cross section shown.

3.9 FINISHING

The surface of excavations, embankments, and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 30 mm of the grades and elevations indicated except that the degree of finish for subgrades shall be specified in paragraph SUBGRADE PREPARATION. Gutters and ditches shall be finished in a manner that will result in effective drainage. The surface of areas to be turfed shall be finished to a smoothness suitable for the application of turfing materials.

3.10 PLACING TOPSOIL

On areas to receive topsoil, the compacted subgrade soil shall be scarified to a 50 mm depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly to a thickness of 150 mm and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. Material required for topsoil in excess of that produced by excavation within the grading limits shall be obtained from offsite areas.

3.11 TESTING

Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. If the Contractor elects to establish testing facilities, no work requiring testing will be permitted until the Contractor's facilities have been inspected and approved by the Contracting Officer. Field in-place density shall be determined in accordance with ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. 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. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompacted to meet specification requirements. Tests on recompacted areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

3.11.1 Fill and Backfill Material Gradation

One test per cubic meters stockpiled or in-place source material. Gradation of fill and backfill material shall be determined in accordance with ASTM C 136 ASTM D 422 or ASTM D 1140, as applicable.

3.11.2 In-Place Densities

a. One test per 100 square meters, or fraction thereof, of each lift of fill or backfill areas compacted by other than hand-operated machines.

b. One test per 40 square meters, or fraction thereof, of each lift of fill or backfill areas compacted by hand-operated machines.

c. One test per 91 linear meters, or fraction thereof, of each lift of embankment or backfill for roads.

3.11.3 Check Tests on In-Place Densities

If ASTM D 2922 is used, in-place densities shall be checked by ASTM D 1556 as follows:

a. One check test per lift for each ten tests by ASTM D 2922.

3.11.4 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 5,000 cubic meters of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

3.11.5 Tolerance Tests for Subgrades

Continuous checks on the degree of finish specified in paragraph SUBGRADE PREPARATION shall be made during construction of the subgrades.

3.12 SUBGRADE AND EMBANKMENT PROTECTION

During construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain

effectively at all times. The finished subgrade shall not be disturbed by traffic or other operation and shall be protected and maintained by the Contractor in a satisfactory condition until ballast, subbase, base, or pavement is placed. The storage or stockpiling of materials on the finished subgrade will not be permitted. No subbase, base course, ballast, or pavement shall be laid until the subgrade has been checked and approved, and in no case shall subbase, base, surfacing, pavement, or ballast be placed on a muddy, spongy, or frozen subgrade.

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SECTION 02315

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 448	(1998) Sizes of Aggregate for Road and Bridge Construction
ASTM D 1556	(1990; R 1996el) 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 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 2937	(1994) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(1988; R 1996el) 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.

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, SP-SM.

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 expansive soil. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter and frozen material. 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 Nonfrost Susceptible (NFS) Material

Nonfrost susceptible material shall be a uniformly graded washed sand with a maximum particle size of 3 mm and less than 5 percent passing the 0.075 mm 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 37.5 mm and no more than 2 percent by weight shall pass the 4.75 mm size sieve. ASTM D 448, aggregate size 467.

2.3 FOUNDATION STABILIZATION STONE

Foundation Stabilization Stone shall consist of clean, crushed, non-porous rock. The maximum particle size shall be 152 mm and no more than 5 percent shall pass a 37.5 mm sieve.

PART 3 EXECUTION

3.1 TOPSOIL

Topsoil shall be stripped to a depth of 150 millimeters 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.

3.2 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 1.5 m beyond the building line of each building and structure, and all work incidental thereof. 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. 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; except that concrete footings shall be increased in thickness to the bottom of the overdepth excavations and over-break in rock excavation. 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.

3.3 FOUNDATION STABILIZATION

The following stabilization shall be constructed beneath all foundation elements that bear upon the ground, excludign slabs on grade. From the bottom of footing elevation, over-excavate 1.0 meter, conforming to the footing width at the bottom and sloped at 1:1 on the sides. Place 0.6 m of Foundation Stabilization Stone over a filtration/separation geotextile, infill the voids with Capillary Water Barrier material, and consolidate with vibrating roller equipment, resulting in a uniform bearing surface. Finish with approximately 0.3 m to 0.4 m of Aggregate Base Course (per Section 02722), compacted to 95 percent ASTM D 1557 maximum density, trimmed to bottom of footing elevation as designated.

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 900 mm 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 1 meters 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.

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. Rock, where encountered, shall be excavated to a depth of at least 150 mm below the bottom of the pipe, and the overdepth shall be backfilled with satisfactory material placed and compacted in conformance with paragraph FILLING AND BACKFILLING.

3.9 BORROW

Where satisfactory materials are not available in sufficient quantity from required excavations, approved materials shall be obtained as specified in Section 02300 EARTHWORK.

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 in Section 02300 EARTHWORK.

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, except where Foundation Stabilization is specified. Only excavation methods that will leave the foundation rock in a solid and unshattered condition shall be used. Approximately level surfaces shall be roughened, and sloped surfaces shall be cut as indicated into rough steps or benches to provide a satisfactory bond. Shales shall be protected from slaking and all surfaces shall be protected from erosion resulting from ponding or flow of water.

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 150 mm 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 150 mm, 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 300 mm 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 twopercent 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. Satisfactory materials shall be placed in horizontal layers not exceeding 200 mm in loose thickness, or 150 mm 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 600 mm above sewer lines and 300 mm above other utility lines shall be free from stones larger than 25 mm 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 100 mm 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		

	Percent Laboratory maximum density	
	Cohesive material	Cohesionless material
Under structures, building slabs, steps, paved areas, around footings, and in trenches	90	95
Under sidewalks and grassed areas	90	95
Nonfrost susceptible materials		95
Subgrade		
Under building slabs, steps, and paved areas, top 300 mm	90	95
Under sidewalks, top 150 mm	90	95

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, 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 200 square meters or fraction thereof.

3.14.1.2 In-Place Density of Fills and Backfills

One test per 200 square meters 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 1.8 meters in width, which are compacted with hand or hand-operated machines shall be tested as follows: One test per each area less than 46 square meters, or one test for each 30 linear meter of long narrow fills 91 meters 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 each ten tests taken by ASTM D 2922.

3.14.2 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 1500 cubic meters 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 and area-way slabs on grade shall be placed directly on the subgrade and shall be compacted with a minimum of two passes of a hand-operated plate-type vibratory compactor.

3.16 GRADING

Areas within 1.5 m 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 50 mm 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 1.46 kN/m to 2.34 kN/m 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 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS

05/02

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SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS
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 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	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R1996el) 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.
Testing of Backfill Materials.

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.

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 expansive soil. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 75 mm. 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 Rock

Rock shall consist of boulders measuring 1/2 cubic meter or more and materials that cannot be removed without systematic drilling and blasting such as rock material in ledges, bedded deposits, unstratified masses and conglomerate deposits, and below ground concrete or masonry structures, exceeding 1/2 cubic meter in volume, except that pavements shall not be considered as rock.

2.1.5 Unyielding Material

Unyielding material shall consist of rock and gravelly soils with stones greater than 200 millimeters in any dimension or as defined by the pipe manufacturer, whichever is smaller.

2.1.6 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

2.1.7 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 0.075 mm mesh sieve and no less than 95 percent by weight passing the 25 mm sieve. The maximum allowable aggregate size shall be 25 millimeters, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

2.1.8 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks 37.5 millimeters 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 25 millimeters 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, 152 mm (6 inches) wide with minimum thickness of 0.102 mm (0.004 inch). Tape shall have a minimum strength of 12.1 MPa (1750 psi) lengthwise and 10.3 MPa (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 1 meter 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

2.3 Detection Wire For Non-Metalic Piping

Detection wire shall be insulated single strand, solid copper with a minimum diameter of 12 AWG.

PART 3 EXECUTION

3.1 EXCAVATION

Excavation shall be performed to the lines and grades indicated. 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 600 mm. 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 more than 1.2 meters high shall be shored, cut back to a stable slope, or provided with equivalent means of protection for employees who may be exposed to moving ground or cave in. Vertical trench walls more than 1.2 meters high shall be shored. Trench walls which are cut back shall be

excavated to at least the angle of repose of the soil. 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 600 mm (24 inches) plus pipe outside diameter (O.D.) for pipes of less than 600 mm (24 inches) inside diameter and shall not exceed 900 mm (36 inches) plus pipe outside diameter for sizes larger than 600 mm (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 adeqaute space for bedding as indicated in details, for 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 75 millimeters 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 unyielding material is encountered in the bottom of the trench, such material shall be removed 150 millimeters 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 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. Utilities crossing Vandenberg or Paine Street shall be bored.

3.1.2 Stockpiles

Stockpiles of satisfactory and unsatisfactory 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 150 mm loose thickness for compaction by hand operated machine compactors, and 200 mm 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. The trench shall be backfilled to 0.6 meters above the top of pipe prior to performing the required pressure tests. The joints and couplings shall be left uncovered during the pressure test.

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 150 mm loose thickness.

3.2.1.3 Bedding and Initial Backfill

Bedding shall be of the type and thickness shown. 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: Backfill shall be placed up to the elevation at which the requirements in Section 02300 EARTHWORK 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 300 mm loose thickness, and compacted to 90 percent maximum density for cohesive soils and 95 percent maximum density for cohesionless soils. Compaction by water flooding or jetting will not be permitted. 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 600 mm of cover in rock excavation and not less than 750 mm 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 1.8 meters 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 150 millimeters of cover is required.

3.3.3 Heat Distribution System

Initial backfill material shall be free of stones larger than 6.3 mm in any dimension.

3.3.4 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 600 mm 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 and wires where indicated, shall be installed directly above the pipe, at a depth of 450 millimeters 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 91 linear meters of installation shall be performed. One moisture density relationship shall be determined for every 1500 cubic meters of material used. Field in-place density shall be determined in accordance with 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 the finished grade surface, the pipe shall be inspected to determine whether significant displacement has occurred. This inspection shall be conducted in the presence of the Contracting Officer. Pipe sizes larger than 900 mm (36 inches) shall be entered and examined, while smaller diameter pipe shall be inspected by shining a light or laser between manholes or manhole locations, or by the use of television cameras passed through the pipe. 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.

-- End of Section --

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SECTION 02373

SEPARATION/FILTRATION GEOTEXTILE
09/01

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	(1999) Sampling of Geosynthetics for Testing
ASTM D 4355	(1999) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1999a) 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	(1999a) Determining Apparent Opening Size of a Geotextile
ASTM D 4759	(1988; R 1996) Determining the Specification Conformance of Geosynthetics
ASTM D 4833	(2000) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(2001) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

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

Geotextile.

A minimum of 7 days prior to scheduled use, manufacturer's certificate of compliance stating that the geotextile meets the requirements of this section. 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 shall be notified a minimum of 24 hours prior to delivery and unloading of geotextile rolls. 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

Rolls of geotextile shall be protected from construction equipment, chemicals, sparks and flames, temperatures in excess of 71 degrees C , or any other environmental condition that may damage the physical properties of the geotextile. To protect geotextile from becoming saturated, rolls shall either be elevated off the ground or placed on a sacrificial sheet of plastic in an area where water will not accumulate.

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 woven 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. The use of woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) will not be allowed. 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 edges. 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
MINIMUM PHYSICAL REQUIREMENTS FOR DRAINAGE GEOTEXTILE

PROPERTY	UNITS	ACCEPTABLE VALUES	TEST METHOD
GRAB STRENGTH	N	1100	ASTM D 4632
SEAM STRENGTH	N	900	ASTM D 4632
PUNCTURE	N	400	ASTM D 4833
TRAPEZOID TEAR	N	400	ASTM D 4533
APPARENT OPENING SIZE	U.S. SIEVE	0.6 mm	ASTM D 4751
PERMITTIVITY	SEC -1	0.02	ASTM D 4491
ULTRAVIOLET DEGRADATION	PERCENT	50 AT 500 HRS	ASTM D 4355

2.1.2 Thread

Sewn seams shall be constructed with high-strength polyester, nylon, or other approved thread type. Thread shall have ultraviolet light stability equivalent to the geotextile and the color shall contrast with the geotextile.

2.2 MANUFACTURING QUALITY CONTROL SAMPLING AND TESTING

The Manufacturer shall be responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request. 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 Subgrade Preparation

The surface underlying the geotextile shall be smooth and free of ruts or protrusions which could damage the geotextile. Subgrade materials and compaction requirements shall be in accordance with Section 02315 EXCAVATION, FILLING AND BACKFILLING FOR BUILDING.

3.1.2 Placement

The Contractor shall notify the Contracting Officer a minimum of 24 hours prior to installation of geotextile. 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. On slopes steeper than 10 horizontal on 1 vertical, the geotextile shall be laid with the machine direction of the fabric parallel to the slope direction.

3.2 SEAMS

3.2.1 Overlap Seams

Geotextile panels shall be continuously overlapped a minimum of 300 mm at all longitudinal and transverse joints. Where seams must be oriented across the slope, the upper panel shall be lapped over the lower panel. If approved, sewn seams may be used instead of overlapped seams.

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 5 days after installation.

3.4 REPAIRS

Torn or damaged geotextile shall be repaired. Clogged areas of geotextile shall be removed. Repairs shall be performed by placing a patch of the same type of geotextile over the damaged area. The patch shall extend a minimum of 300 mm beyond the edge of the damaged area. Patches shall be continuously fastened using approved methods. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile rolls which cannot be repaired shall be removed and replaced. Repairs shall be performed at no additional cost to the Government

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 prior to inspection and approval by the Contracting Officer. Cover soil shall be placed in a manner that prevents soil from entering the geotextile overlap zone, prevents tensile stress from being mobilized in the geotextile, and prevents wrinkles from folding over onto themselves. On side slopes, soil backfill shall be placed from the bottom of the slope upward. Cover soil shall not be dropped onto the geotextile from a height greater than 1 m. No equipment shall be operated directly on top of the geotextile without approval of the Contracting Officer. Equipment with ground pressures less than 50 kPa shall be used to place the first lift over the geotextile. A minimum of 610 mm of soil shall be maintained between full-scale construction equipment and the geotextile. Cover soil material type, compaction, and testing requirements

are described in Section 02315 EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS. Equipment placing cover soil shall not stop abruptly, make sharp turns, spin their wheels, or travel at speeds exceeding 2.2 m/s.

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SECTION 02510

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 B 88M	(1996) Seamless Copper Water Tube (Metric)
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 1785	(1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D 2241	(1996b) 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 2467	(1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D 2564	(1996a) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2855	(1996) Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings
ASTM F 477	(1999) Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASME INTERNATIONAL (ASME)

ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME B16.26	(1988) Cast Copper Alloy Fittings for Flared Copper Tubes

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA B300	(1992) Hypochlorites
AWWA B301	(1992) Liquid Chlorine
AWWA C104	(1995) Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110	(1993) Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (75 mm through 1200 mm), for Water and Other Liquids
AWWA C111	(1995) Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C151	(1996) Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
AWWA C153	(1994; Errata Nov 1996) 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 C200	(1997) Steel Water Pipe - 6 In. (150 mm) and Larger
AWWA C502	(1994; C502a) Dry-Barrel Fire Hydrants
AWWA C509	(1994; Addendum 1995) Resilient-Seated Gate Valves for Water Supply Service
AWWA C600	(1993) Installation of Ductile-Iron Water Mains and Their Appurtenances
AWWA C605	(1995) Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
AWWA C651	(1992) Disinfecting Water Mains
AWWA C800	(1989) Underground Service Line Valves and Fittings
AWWA C900	(1997; C900a) Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Distribution
AWWA C905	(1997) Polyvinyl Chloride (PVC) Water Transmission Pipe, Nominal Diameters 14 In. Through 36 In.

ASBESTOS CEMENT PIPE PRODUCERS ASSOCIATION (ACPPA)

ACPPA 1344	(1988) Recommended Work Practices for A/C Pipe

DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA)

DIPRA TRD	(1997) Thrust Restraint Design for Ductile Iron Pipe

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-80	(1997) Bronze Gate, Globe, Angle and Check Valves

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	(1998) Plastics Piping Components and Related Materials
NSF 61	(1999) Drinking Water System Components - Health Effects (Sections 1-9)

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Paint 21	(1991) White or Colored Silicone Alkyd Paint
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)

1.2 PIPING

This section covers water distribution and service lines, and connections to building service at a point approximately 1.5 m 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 less than 80 mm (3 inches) in diameter shall be polyvinyl chloride (PVC) plastic, or copper tubing, unless otherwise shown or specified. Piping for water service lines 80 mm (3 inches) and larger shall be ductile iron, or 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 80 mm (3 inches) or larger shall be

ductile iron, or polyvinyl chloride (PVC) through 900 mm (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 1.5 m 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 02316 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

Installation.

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.

SD-06 Test Reports

Bacteriological Disinfection.

Test results from commercial laboratory verifying disinfection.

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 Less Than 100 mm (4 inch) Diameter:

(1) Screw-Joint: Pipe shall conform to dimensional requirements of ASTM D 1785 Schedule 80, with joints meeting requirements of 1.03 MPa (150 psi) working pressure, 1.38 MPa (200 psi) hydrostatic test pressure, unless otherwise shown or specified. Pipe couplings when used, shall be tested as required by ASTM D 2464.

(2) Elastomeric-Gasket Joint: Pipe shall conform to dimensional requirements of ASTM D 1785 Schedule 40, with joints meeting the requirements of 1.03 MPa (150 psi) working pressure, 1.38 MPa (200 psi) hydrostatic test pressure, unless otherwise shown or specified, or it may be pipe conforming to requirements of ASTM D 2241, elastomeric joint, with the following applications:

SDR	Maximum Working Pressure MPa	Minimum Hydrostatic Pressure MPa
17	1.034	1.379
13.5	1.379	1.834

(3) Solvent Cement Joint: Pipe shall conform to dimensional

requirements of ASTM D 1785 or ASTM D 2241 with joints meeting the requirements of 1.03 MPa (150 psi) working pressure and 1.38 MPa (200 psi) hydrostatic test pressure.

b. Pipe 100 through 300 mm Diameter: Pipe, couplings and fittings shall conform to AWWA C900, Class 150, CIOD pipe dimensions, elastomeric-gasket joint, unless otherwise shown or specified.

c. Pipe 350 through 900 mm Diameter: Pipe shall conform to AWWA C905 unless otherwise shown or specified.

2.1.2 Ductile-Iron Pipe

Ductile-iron pipe shall conform to AWWA C151, working pressure not less than 1.03 MPa (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).

2.1.3 Copper Tubing

Copper tubing shall conform to ASTM B 88M, Type K, annealed.

2.2 FITTINGS AND SPECIALS

2.2.1 PVC Pipe System

a. For pipe less than 100 mm (4 inch) diameter, fittings for threaded pipe shall conform to requirements of ASTM D 2464, threaded to conform to the requirements of ASME B1.20.1 for use with Schedule 80 pipe and fittings; fittings for solvent cement jointing shall conform to ASTM D 2466 or ASTM D 2467; and fittings for elastomeric-gasket joint pipe shall be iron conforming to AWWA C110 or AWWA C111. Iron fittings and specials shall be cement-mortar lined (standard thickness) in accordance with AWWA C104.

b. For pipe 100 mm (4 inch) diameter and larger, fittings and specials shall be iron, bell end in accordance with AWWA C110, 1.03 MPa (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 1.03 MPa (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.

2.2.3 Copper Tubing System

Fittings and specials shall be flared and conform to ASME B16.26.

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.

2.3.3 Bonded Joints

For all ferrous pipe, a metallic bond shall be provided at each joint, including joints made with flexible couplings, caulking, or rubber gaskets, of ferrous metallic piping to effect continuous conductivity. The bond wire shall be Size 1/0 copper conductor suitable for direct burial shaped to stand clear of the joint. The bond shall be of the thermal weld type.

2.3.4 Isolation Joints

Isolation joints shall be installed between nonthreaded ferrous and nonferrous metallic pipe, fittings and valves. Isolation joints shall consist of a sandwich-type flange isolation gasket of the dielectric type, isolation washers, and isolation sleeves for flange bolts. Isolation gaskets shall be full faced with outside diameter equal to the flange outside diameter. Bolt isolation sleeves shall be full length. Units shall be of a shape to prevent metal-to-metal contact of dissimilar metallic piping elements.

a. Sleeve-type couplings shall be used for joining plain end pipe sections. The two couplings shall consist of one steel middle ring, two steel followers, two gaskets, and the necessary steel bolts and nuts to compress the gaskets.

b. Split-sleeve type couplings may be used in aboveground installations when approved in special situations and shall consist of gaskets and a housing in two or more sections with the necessary bolts and nuts.

2.3.5 Copper Tubing Jointing

Joints shall be compression-pattern flared and shall be made with the specified fittings.

2.4 VALVES

2.4.1 Gate Valves

Gate valves shall be designed for a working pressure of not less than 1.03 MPa (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.

a. Valves smaller than 80 mm (3 inches) shall be all bronze and shall conform to MSS SP-80, Type 1, Class 150.

b. Resilient-Seated Gate Valves: For valves 80 to 300 mm (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. Cast-iron boxes shall be extension type with slide-type adjustment and with flared base. The minimum thickness of metal shall be 5 mm. The box length shall adapt, without full extension, to the depth of cover required over the pipe at the valve location.

2.6 FIRE HYDRANTS

Hydrants shall be dry-barrel type conforming to AWWA C502 with valve opening at least 125 mm (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 200 mm above the ground grade. Hydrants shall have a 150 mm (6 inch) bell connection, two 65 mm (2-1/2 inch) hose connections and one 115 mm (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, in accordance with Peterson AFB Fire Department standards.

2.7 MISCELLANEOUS ITEMS

2.7.1 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.

2.7.2 Corporation Stops

Corporation stops shall have standard corporation stop thread conforming to AWWA C800 on the inlet end, with flanged joints, compression pattern flared tube couplings, or wiped joints for connections to goosenecks.

2.7.3 Goosenecks

Copper tubing for gooseneck connections shall conform to the applicable requirements of ASTM B 88M, Type K, annealed. Length of cable requirement connections shall be in accordance with standard practice.

2.7.4 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 1.375 MPa (200 psi).

2.7.5 Tapping Sleeves

Tapping sleeves of the sizes indicated for connection to existing main shall be the cast gray, ductileiron or stainless steel, 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 1.03 MPa. 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 67.8 Newton meters (50 foot-pound).

2.7.6 Service Boxes

Service boxes shall be cast iron 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.

2.7.7 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. Copper tubing shall be cut square and all burrs shall be removed. 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 3 m from a sewer except where the bottom of the water pipe will be at least 457 mm above the top of the sewer pipe, in which case the water pipe shall not be laid closer horizontally than 1.8 m from the sewer. Where water lines cross under gravity-flow sewer lines, the sewer pipe, for a distance of at least 3 m each side of the crossing, shall be fully encased in concrete or shall be made of pressure pipe with no joint located within 900 mm horizontally of the crossing. Water lines shall in all cases cross above sewage force mains or inverted siphons and shall be not less than 600 mm above the sewer main. Joints in the sewer main, closer horizontally than 900 mm 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 Copper Tubing Lines

Copper tubing shall not be installed in the same trench with ferrous piping materials.

3.1.2.4 Nonferrous Metallic Pipe

Where nonferrous metallic pipe, e.g. copper tubing, crosses any ferrous piping material, a minimum vertical separation of 300 mm shall be maintained between pipes.

3.1.2.5 Casing Pipe

Water pipe shall be encased in a sleeve of rigid conduit for the lengths shown. Where sleeves are required, in all other cases, the pipe sleeve shall be steel, manufactured in accordance with AWWA C200, ASTM A 36/A 36M, with a minimum wall thickness of 12 mm, or as required by jacking stress analysis. A minimum clearance of at least 50 mm between the inner wall of the sleeve and the maximum outside diameter of the sleeved pipe and joints shall be provided. Suitable pipe support shall be provided for the water pipe through the sleeve. Sleeves of ferrous material shall be provided with corrosion protection as required in Section 13110 CATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE).

3.1.2.6 Structures

Where water pipe is required to be installed within 1 m 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 C605.

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 less than 100 mm (4 inch) diameter: Threaded joints shall be made by wrapping the male threads with approved thread tape or applying an approved lubricant, then threading the joining members together. The joint shall be tightened using strap wrenches to prevent damage to the pipe and/or fitting. To avoid excessive torque, joints shall be tightened no more than one thread past hand-tight. Preformed rubber-ring gaskets for elastomeric-gasket joints shall be made in accordance with ASTM F 477 and as specified. Pipe ends for push-on joints shall be beveled to facilitate assembly and marked to indicate when the pipe is fully seated. The gasket shall be prelubricated to prevent displacement. The gasket and ring groove in the bell or coupling shall match. The manufacturer of the pipe or fitting shall supply the elastomeric gasket. Couplings shall be provided with stops or centering rings to assure that the coupling is centered on the joint. Solvent cement joints shall use sockets conforming to ASTM D 2467. The solvent cement used shall meet the requirements of ASTM D 2564; the joint assembly shall be made in accordance with ASTM D 2855 and the manufacturer's specific recommendations.

b. Pipe 100 through 300 mm diameter: Joints shall be elastomeric gasket as specified in AWWA C900. Jointing procedure shall be as specified for pipe less than 100 mm (4 inch) diameter with configuration using elastomeric ring gasket.

c. Pipe 350 through 900 mm diameter: Joints shall be elastomeric gasket push-on joints made in accordance with AWWA C605.

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.

3.1.5.3 Copper Tubing Requirements

Joints shall be made with flared fittings. The flared end tube shall be pulled tightly against the tapered part of the fitting by a nut which is part of the fitting, so there is metal-to-metal contact.

3.1.5.4 Bonded Joints Requirements

Bonded joints shall be installed in accordance with details specified for joints in paragraph JOINTS.

3.1.5.5 Isolation Joints and Dielectric Fittings

Isolation joints and dielectric fittings shall be installed in accordance with details specified in paragraph JOINTS. Dielectric unions shall be encapsulated in a field-poured coal-tar covering, with at least 3 mm thickness of coal tar over all fitting surfaces.

3.1.5.6 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 1.5 m outside the building where such building service exists. Where building services are not installed, the Contractor shall terminate the service lines approximately 1.5 m 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 50 mm (2 Inches) and Smaller

Service lines 50 mm (2 inches) and smaller shall be connected to the main by a service clamp. A corporation stop and a copper gooseneck shall be provided with the connection. Maximum sizes for outlets with service clamps shall be as in TABLE I. Where 2 or more gooseneck connections to the main are required for an individual service, such connections shall be made with standard branch connections. The total clear area of the branches shall be at least equal to the clear area of the service which they are to supply.

TABLE I. SIZE OF CORPORATION STOPS AND OUTLET

Pipe Size mm	Outlets w/Service Clamps, mm Single & Double Strap
80	25
100	25
150	40
200	50
250	50
300 & larger	50

NOTE:

a. Service lines 40 mm (1-1/2 inches) and smaller shall have a service stop.

b. Service lines 50 mm (2 inches) in size shall have a gate valve.

3.1.6.2 Service Lines Larger than 50 mm (2 Inches)

Service lines larger than 50 mm (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.

3.1.6.3 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, 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 150 mm (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 450 mm above the finished surrounding grade, and the operating nut not more than 1.2 m above the finished surrounding grade. Fire hydrants designated on the drawings as low profile shall have the lowest outlet not less than 450 mm above the finished surrounding grade, the top of the hydrant not more than 600 mm 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 100 mm thick and 400 mmsquare. Not less than 2 cubic meters 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 1.2 m on all sides of the box, or the undisturbed trench face if less than 1.2 m.

3.1.7.3 Location of Service Boxes

Where water lines are located below paved streets having curbs, the boxes shall be installed directly back of the curbs. Where no curbing exists, service boxes shall be installed in accessible locations, beyond the limits of street surfacing, walks and driveways.

3.1.8 Tapped Tees and Crosses

Tapped tees and crosses for future connections shall be installed where shown.

3.1.9 Thrust Restraint

Plugs, caps, tees and bends deflecting 11.25 degrees or more, either

vertically or horizontally, on waterlines 100 mm (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 PVC and ductile-iron pipes, restrained joints.

3.1.9.1 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 14 MPa 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.

3.1.9.2 Restrained Joints

For ductile-iron pipe, restrained joints shall be designed by the Contractor or the pipe manufacturer in accordance with DIPRA TRD. For PVC pipe, restrained joints shall be EBBA Iron model 2000 PV, or equal item which is UL listed and Factory Mutual Approved.

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 1.38 MPa. 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 1.38 MPa pressure. 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 34.5 kPa (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 prescribed by AWWA C651. 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.

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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 478M	(1997) Precast Reinforced Concrete Manhole Sections (Metric)
ASTM C 94/C 94M	(2000e2) Ready-Mixed Concrete
ASTM C 972	(2000) Compression-Recovery of Tape Sealant
ASTM C 990M	(2001a) Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants (Metric)
ASTM D 2321	(2000) Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 3034	(2000) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
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 477	(1999) Elastomeric Seals (Gaskets) for Joining Plastic Pipe

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.27	Fixed Ladders

UNI-BELL PVC PIPE ASSOCIATION (UBPPA)

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 of polyvinyl chloride (PVC) plastic pipe. Provide building connections of polyvinyl chloride (PVC) plastic pipe.

Provide new and modify existing exterior sanitary gravity sewer piping and appurtenances. Provide each system complete and ready for operation. The exterior sanitary gravity sewer system includes equipment, materials, installation, and workmanship as specified herein more than 1.5 m outside of building walls.

1.3 GENERAL REQUIREMENTS

The construction required herein shall include appurtenant structures and building sewers to points of connection with the building drains 1.5 m 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 02316 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 DELIVERY, STORAGE, AND HANDLING

1.4.1 Delivery and Storage

1.4.1.1 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.

1.4.1.2 Metal Items

Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

1.4.1.3 Cement, Aggregate, and Reinforcement

As specified in Section 03300, "Cast-In-Place Concrete."

1.4.2 Handling

Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. 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 PVC Plastic Gravity Sewer Piping

2.1.1.1 PVC Plastic Gravity Pipe and Fittings

ASTM D 3034, SDR 35, with ends suitable for elastomeric gasket joints.

2.1.1.2 PVC Plastic Gravity Joints and Jointing Material

Joints shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

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.

2.2.3 Portland Cement Concrete

Portland cement concrete shall conform to ASTM C 94/C 94M, compressive strength of 28 MPa 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 17 MPa minimum at 28 days. Concrete in place shall be protected from freezing and moisture loss for 7 days.

2.3 MISCELLANEOUS MATERIALS

2.3.1 Precast Concrete Manholes

Precast concrete manhole risers, base sections, and tops shall conform to ASTM C 478M; base and first riser shall be monolithic.

2.3.2 Gaskets and Connectors

Gaskets for joints between manhole sections shall conform to ASTM C 443M. Resilient connectors for making joints between manhole and pipes entering manhole shall conform to ASTM C 923M or ASTM C 990M.

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 1.5 mm. 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 values 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, kPa	ASTM D 412	12,684	15,132	-
Elogation percent	ASTM D 412	553	295	350
Tear Resistance, N/mm	ASTM D 624 (Die B)	49	28	-
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

Frames and covers shall be cast iron or ductile iron. 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 181.4 kg (400 pounds). 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 conforming to 29 CFR 1910.27. As an option, 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 443M, 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 1.2 m deep.

2.3.4.3 Manhole Ladders

A steel ladder shall be provided where the depth of a manhole exceeds 3.6 m (12 feet). The ladder shall not be less than 406 mm (16 inches) in width,

with 19 mm (3/4 inch) diameter rungs spaced 305 mm (12 inches) apart. The two stringers shall be a minimum 10 mm (3/8 inch) thick and 51 mm (2 inch) 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 1.5 m from the building, unless otherwise indicated. Where the location of the sewer is not clearly defined by dimensions on the drawings, do not lay sewer line closer horizontally than 3 m to a water main or service line. Where sanitary sewer lines pass above water lines, encase sewer in concrete for a distance of 3 m on each side of the crossing, or substitute rubber-gasketed pressure pipe for the pipe being used for the same distance. Where sanitary sewer lines pass below water lines, lay pipe so that no joint in the sewer line will be closer than 0.9 m, horizontal distance, to the water line.

a. 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 02316, "TRENCHING FOR UTILITIES."

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 7.50 m 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 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 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.

3.1.3 Concrete Work

Cast-in-place concrete is included in Section 03300, "Cast-In-Place Concrete."

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. Cast manhole base around existing pipe, then cut out the crown, leaving invert in place. 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. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. 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 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. Low-pressure air tests: Perform tests as follows:

(1) 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 in accordance with Section 02316 TRENCHING FOR UTILITIES.

-- End of Section --

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SECTION 02555

PREFABRICATED UNDERGROUND HEATING/COOLING 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 SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 105/A 105M	(2001) Carbon Steel Forgings for Piping Applications
ASTM A 106	(1999e1) Seamless Carbon Steel Pipe for High-Temperature Service
ASTM A 183	(1998) Carbon Steel Track Bolts and Nuts
ASTM A 234/A 234M	(2000) Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service
ASTM A 53/A 53M	(2001) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 536	(1984; R 1999el) Ductile Iron Castings
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 75M	(1999) Seamless Copper Tube (Metric)
ASTM B 88M	(1999) Seamless Copper Water Tube (Metric)
ASTM C 518	(1998) Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
ASTM C 591	(1994) Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2000	(1999) Rubber Products in Automotive Applications
ASTM D 2241	(2000) Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

ASTM D 2564	(1996a) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 3139	(1998) Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM D 3350	(2000) Polyethylene Plastics Pipe and Fittings Materials
ASTM D 5686	(1995) "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe and Pipe Fittings, Adhesive Bonded Joint Type Epoxy Resin, for Cendensate Return Line
ASTM F 477	(1999) Elastomeric Seals (Gaskets) for Joining Plastic Pipe

AMERICAN WATER WORKS ASSOCIATION(AWWA)

AWWA C606	(1997) Grooved and Shouldered Joints

ASME INTERNATIONAL (ASME)

ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME B16.11	(1996) Forged Fittings, Socket-Welding and Threaded
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 B16.26	(1988) Cast Copper Alloy Fittings for Flared Copper Tubes
ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B31.1	(1998) Power Piping
ASME BPVC SEC IX	(1998) Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications

COPPER DEVELOPMENT ASSOCIATION (CDA)

CDA A4015	(1995) Copper Tube Handbook

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-73	(1991; R 1996) Brazing Joints for Copper and Copper Alloy Pressure Fittings

1.2 SYSTEM DESCRIPTION

The system consists of a buried prefabricated chilled water and low temperature hot water distribution system including service connections to a point 150 mm inside of the building. The contract drawings show the specific arrangement of piping, sizes and grades of pipe, and other details. The system is designed for an operating pressure of 200 kPa and an operating temperature of 82 degrees C for hot water and 6 degrees C for chilled water.

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

Distribution System; G, AO.

Detail drawings consisting of fabrication and assembly drawings, for all parts of the work in sufficient detail to check conformity with the requirements of the contract documents, prior to installation. Detail drawings shall also contain complete piping, wiring and schematic diagrams and any other details to demonstrate that the system has been coordinated and will properly function as a unit. Drawings shall show proposed layout, method of compensation for pipe expansion and contraction, anchorage of equipment and appurtenances, and equipment relationship to other parts of the work including clearances required for maintenance and operation. The drawings shall clearly identify any proposed deviations from the requirements of the contract documents.

SD-03 Product Data

Distribution System; G, AO.

Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

SD-07 Certificates

Distribution System; G, AO.

The manufacturer's or system fabricator's written certification stating that the distribution system furnished meets all the requirements of this specification.

Welding; G, AO.

Prior to welding operations, a copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators.

SD-10 Operation and Maintenance Data

Distribution System; G, AO.

Six copies of operation and 6 copies of maintenance manuals for the equipment furnished, 1 complete set prior to performance testing and the remainder upon acceptance. Operation manuals shall detail the step-by-step procedures required for equipment startup, operation, and shutdown. Operation 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 and simplified wiring and control diagrams of the equipment system as installed. Manuals shall be approved prior to the field performance testing.

1.4 DELIVERY AND STORAGE

After delivery to the jobsite, all materials and equipment shall be protected from anything which could cause damage to the material or equipment. Pipe shall be sealed at each end to keep the interior clean and free of dirt and debris. Fittings shall be kept together and their interior surfaces shall remain clean. Insulation shall be kept dry and clean.

1.5 FIELD MEASUREMENTS

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.

1.6 WELDING

Piping shall be welded in accordance with qualified procedures using performance qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME BPVC SEC IX. Welding procedures qualified by others, and welders and welding operators qualified by another employer may be accepted as permitted by ASME B31.1. The Contracting Officer shall be notified 24 hours in advance of tests and the tests shall be performed at the work site if practicable. The welder or welding operator shall apply his assigned symbol near each weld he makes as a permanent record. Structural members shall be welded in accordance with Section 05090 WELDING, STRUCTURAL.

PART 2 PRODUCTS

2.1 STANDARD PRODUCTS

System components shall be standard products of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. The system shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site.

2.2 PIPING AND CASING MATERIALS

2.2.1 General

Metallic pressure pipe, fittings, and piping accessories shall conform to the requirements of ASME B31.1 and shall be types suitable for the temperature and pressure of the water.

2.2.2 Piping

2.2.2.1 Steel Pipe

Piping shall conform to ASTM A 53/A 53M, Grade B, standard weight, black or to ASTM A 106, Grade B, standard weight.

2.2.2.2 Copper Tubing

Copper tubing shall conform to ASTM B 88M, Type K or L.

2.2.2.3 Reinforced Thermosetting Resin Pipe (RTRP)

RTRP pipe shall conform to ASTM D 5686.

2.2.2.4 Polyvinyl Chloride (PVC) Pipe

PVC pipe shall conform to ASTM D 2241 with a Standard Thermoplastic Pipe Dimension Ratio (SDR) of 26 and PVC 1120 or 1220 as the material.

2.2.2.5 Joints and Fittings for Copper Tubing

Wrought copper and bronze solder-joint pressure fittings shall conform to ASME B16.22 and ASTM B 75M. Cast copper alloy solder-joint pressure fittings shall conform to ASME B16.18. Cast copper alloy fittings for flared copper tube shall conform to ASME B16.26 and ASTM B 62. Brass or bronze adapters for brazed tubing may be used for connecting tubing to flanges and to threaded ends of valves and equipment. Extracted brazed tee joints produced with an acceptable tool and installed as recommended by the manufacturer may be used. Grooved mechanical joints and fittings shall be designed for not less than 862 kPa 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 110 degrees C. 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.

2.2.3 Casings

2.2.3.1 Polyvinyl Chloride (PVC) Casing

PVC casings shall conform to ASTM D 1784, Class 12454-B with a minimum thickness equal to the greater of 1/100 the diameter of the casing or 1.50 mm.

2.2.3.2 Polyethylene (PE) Casing

Polyethylene casings shall conform to ASTM D 3350, Type III, Class C, Category 3 or 4, Grade P 34 with thickness as follows:

Casing Diameter (in mm)	Minimum Thickness (in mm)
250 and smaller	3

Casing Diameter (in mm)	Minimum Thickness (in mm)
250 to 450	4
450 to 600	5
over 600	6

2.2.3.3 Reinforced Thermosetting Resin Pipe (RTRP) Casing

RTRP casing shall be of the same material as the pipe, with casing thickness as follows:

Casing Diameter (in mm)	Minimum Thickness (in mm)
200 and smaller	1.2
250	2
300	2.7
350	2.9
400 to 450	3
500	3.2
600	3.9

2.3 PIPING CONNECTIONS

2.3.1 Steel Pipe

Steel pipe smaller than 20 mm (3/4 inch) may be threaded; otherwise, all steel pipe shall be welded. Steel welding fittings shall conform to the requirements of ASTM A 105/A 105M or ASTM A 234/A 234M. Welding fittings shall also conform to ASME B16.9 for buttweld fittings and ASME B16.11 for socket-weld fittings. Long radius buttwelding elbows conforming to ASME B16.9 shall be used whenever space permits. Pipe Threads shall conform to ASME B1.20.1. Pipe to be threaded shall be schedule 80.

2.3.2 Copper Pipe

Copper pipe shall be brazed or connected using an insulated pipe coupling. Wrought copper or cast copper alloy solder joint pressure fittings shall conform to MSS SP-73. Insulated pipe couplings for copper pipe shall be cast bronze containing an O-ring seal on each end and shall be jacketed and sealed to act as an expansion joint.

2.3.3 Plastic Pipe

a. Pipe, fittings, flanges, and couplings shall have end connections of the adhesive bell and spigot type. Threaded piping, including pipe, fittings, flanges, and couplings, will not be permitted.

b. Flanged Connections: Flat face flanged connections shall be provided between plastic piping and metal piping. Plastic flanges shall be suitable for connection to ASME Class 150 flanges.

c. RTRP Piping Sizes: When piping sizes other than 50, 75, 100, 150, and 200 mm (2, 3, 4, 6, and 8 inches) are indicated, the next larger piping size shall be provided. The connecting system piping shall be of the same size or increased to meet the next size of RTRP piping.

2.3.3.1 General

Plastic fittings shall be made of the same type and grade of material as the piping to which they will be connected and shall be furnished by the manufacturer who supplies the pipe. Fittings shall have temperature and pressure ratings not less than those of the connecting piping.

2.3.3.2 Polyvinyl Chloride (PVC)

Polyvinyl chloride (PVC) pipe shall be solvent welded or connected using bell and spigot connections. The solvent used to connect fittings and pipe shall conform to the requirements of ASTM D 2564. Bell and spigot joints utilizing elastomeric seals shall conform to the requirements of ASTM D 3139. The elastomeric seals shall conform to ASTM F 477.

2.3.3.3 Reinforced Thermosetting Resin Plastic (RTRP)

Reinforced thermosetting resin plastic pipe shall be joined using fittings and adhesive furnished by the pipe manufacturer in accordance with ASTM D 5686.

2.4 END SEALS

2.4.1 General

Each preinsulated section of piping shall have a complete sealing of the insulation to provide a permanent water and vapor seal at each end of the preinsulated section of piping. Preinsulated sections of piping modified in the field shall be provided with an end seal which is equivalent to the end seals furnished with the preinsulated section of piping. End seals must be tested and certified in accordance with paragraph Casing and End Seal Testing and Certification.

2.4.2 Types

End seals provided shall be one of the following types:

a. Carrying the outer casing over tapered pipe insulation ends and extending it to the carrier pipe. Sufficient surface bonding area shall be provided between the casing and the carrier pipe.

b. Using specially designed molded caps made of polyethylene or rubber of standard manufactured thickness. A minimum 40 mm surface bonding area shall be provided between the cap and both the casing and carrier pipe.

c. Using elastomer-ring end seals designed and dimensioned to fit in the annular space between the casing and the carrier pipe.

d. Using a waterproof mastic seal vapor barrier over the exposed insulation ends.

e. Shrink sleeves.

2.4.3 Casing and End Seal Testing and Certification

Testing and certification procedures by an independent testing laboratory shall demonstrate that casings and end seals are capable of resisting penetration of water into the casing and insulation. The test shall be

performed on the type of prefabricated system to be furnished. If more than one type of prefabricated system is to be used, then the tests shall be performed on each type. The test shall consist of hot and cold cycle testing followed by immersion in a water filled chamber with a head pressure. The hot and cold cycle testing shall consist of 14 days of temperature cycling. A fluid with a temperature of 5 degrees C shall circulate through the carrier pipe alternating every 24-hours with a fluid with a temperature of 95 degrees C circulating through the carrier pipe for a low temperature hot water or dual temperature service or 24 degrees for a chilled water service. While the hot and cold cycle test is being performed, the test sample is either buried or encased in dry bedding sand with a minimum of 300 mm of sand all around the test sample. The carrier pipe size of the test sample shall be 80 mm (3 inches) in diameter and shall be restrained during the test period. The insulation thickness shall not exceed the maximum thickness provided for the piping in the project. Transition time for temperature cycle testing shall not exceed 15 minutes in going from cold to hot and 30 minutes in going from hot to cold. The fluid in the carrier pipe may be water, oil or heat transfer fluid. Following the hot and cold cycling test, the test sample shall be immersed in a water filled chamber. The pressure on the highest point of the test sample shall not be less than 60 kPa subjected over the entire length of the 2.4 m test sample of prefabricated pipe. The water shall contain a dye penetrant, which will be used to check for end seal leakage. The pressure in the chamber must be held for not less than 48 hours. Upon completion of this pressure test, the test sample shall be cut open. With the use of a light that will readily show the presence of the dye that was in the water, the test sample shall be inspected. Evidence of the dye inside the test sample shall indicate that the end seal is not acceptable and cannot be certified.

2.5 INSULATION

The Contractor shall comply with EPA requirements in accordance with Section 01670 RECYCLED / RECOVERED MATERIALS.

2.5.1 Factory Applied Insulation

Prefabricated pipe and fittings shall be insulated in the factory. Foam insulation for prefabricated insulated pipe and fittings shall be polyurethane foam meeting the requirements of ASTM C 591 having a density not less than 32 kg per cubic meter. The polyurethane foam shall completely fill the annular space between the carrier pipe and the casing. Insulation thickness shall be a minimum of 20 mm. The insulation thermal conductivity factor shall not exceed the numerical value of 0.02 W/mK (0.15 Btu-inch/square foot-degree F-hour) at 24 degrees C, when tested in accordance with ASTM C 518. Manufacturer shall certify that the insulated pipe is free of insulation voids.

2.5.2 Field Applied Insulation

Field applied insulation for fittings, and field casing closures, if required, and other piping system accessories shall be polyurethane matching the pipe insulation. Thickness shall match adjacent piping insulation thickness. Buried fittings and accessories shall have field applied polyurethane insulation to match adjacent piping and shall be protected with a covering matching the pipe casing. Shrink sleeves with a minimum thickness of 1.3 mm shall be provided over casing connection joints.

PART 3 EXECUTION

3.1 INSTALLATION

For all preinsulated, prefabricated systems, the Contractor shall obtain the services of a trained representative of the pipe system manufacturer to instruct the Contractor's work forces in the installation procedures to ensure that the system is installed in accordance with the manufacturer's published instructions and the plans and specifications. The manufacturer's representative shall be a person who regularly performs such duties for the manufacturer. The Contractor shall furnish the Contracting Officer a list of names of personnel trained and certified by the pipe system manufacturer in the installation of this system. Only personnel whose names appear on the list will be allowed to install the system. The list shall not be more than 1 year old.

3.2 PIPING SYSTEMS

3.2.1 Buried Insulated Systems

Buried insulated systems shall consist of carrier pipe, insulation, casing, end seals, fittings and accessories as specified.

3.3 THRUST BLOCKS

Thrust blocks shall be installed at the locations shown or recommended by the pipe system manufacturer. Thrust blocks may not be required on all systems, and the need for thrust blocks shall be as recommended by the system manufacturer. Thrust blocks, if necessary, shall be installed at all changes in direction, changes in size, valves and terminal ends, such as plugs, caps and tees. Thrust blocks shall be concrete having a compressive strength of not less than 14 MPa (2000 psi) after 28 days and shall be in accordance with Section 03300CAST-IN-PLACE STRUCTURAL CONCRETE. Thrust blocks shall be placed between solid ground and the fitting to be anchored. Unless otherwise indicated or directed, the base and the thrust bearing sides of the thrust blocks shall be poured directly against undisturbed earth. The sides of the thrust blocks not subject to thrust may be poured against forms. Thrust blocks shall be placed so that the joints for all fittings will be accessible for repair wherever possible. No pipe joint shall be embedded in concrete unless the assembly has previously been hydrostatically tested. The thrust blocks shall provide for transfer of thrusts and reactions without exceeding the allowable stress of the concrete and shall be installed in accordance with pipe manufacturer's instructions. In muck or peat, all thrusts shall be resisted by piles or tie rods to solid foundations or by removal of peat or muck which shall be replaced with ballast of sufficient stability to resist thrusts.

3.4 INSTALLATION OF PIPING SYSTEMS

The piping system furnished shall be installed in accordance with the piping system manufacturer's instructions. Piping shall be installed without springing or forcing other than what has been calculated for cold spring. Pipe ends shall have burrs removed by reaming and shall be installed to permit free expansion and contraction without damage to joints or hangers. Nonmetallic pipe cut in the field shall be machined to fit couplings or joints and shall be coated or treated to match standard factory coated ends. Copper tubing shall not be installed in the same trench with ferrous piping materials. When nonferrous metallic pipe (e.g., copper tubing) crosses any ferrous piping material, a minimum vertical

separation of 300 mm shall be maintained between pipes. Connections between different types of pipe and accessories shall be made with transition fittings approved by the manufacturer of the piping system.

3.4.1 Pitching of Horizontal Piping

Horizontal piping shall be pitched at a grade of not less than 40 mm in 1 m toward the drain points unless otherwise indicated.

3.4.2 Open Ends

Open ends of pipelines and equipment shall be properly capped or plugged during installation to keep dirt and other foreign matter out of the system.

3.4.3 Cutting Prefabricated Piping Sections

Where prefabricated pipe sections are field cut, new end seals similar to the factory applied end seal shall be provided and installed in accordance with the manufacturer's instructions.

3.4.4 Joints

3.4.4.1 Welded Joints

Welded joints between sections of pipe and between pipe and fittings shall be provided where specified or indicated.

3.4.4.2 Threaded Joints

Threaded joints shall not be used belowground. Joints shall be made tight with polytetrafluoroethylene tape applied to the male threads only. Not more than 3 threads shall show after the joint is made up.

3.4.4.3 Grooved Mechanical Joints

Grooves shall be prepared according to the coupling manufacturer's instructions. Grooved fittings, couplings, and grooving tools shall be the products of the same manufacturer. Pipe and groove dimensions 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. Groove 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 coupling manufacturer's tolerances. Grooved joints shall not be used in concealed locations.

3.4.4.4 Brazed Joints

Brazed joints for copper pipe and fittings shall conform to CDA A4015. Brazing alloys melting above 593.3 degrees C (1100 degrees F) shall be utilized.

3.4.4.5 Nonmetallic Pipe Joints

Nonmetallic pipe joints shall be installed in accordance with the written instructions of the manufacturer.

3.4.5 Anchors

Anchor design shall be in accordance with the published data of the manufacturer and for prefabricated systems shall be factory fabricated by the prefabricated system manufacturer. In all cases, the design shall be such that water penetration, condensation, or vapor transmission will not wet the insulation.

3.4.6 Underground Warning Tape

Underground warning tape shall be buried above the piping during the trench backfilling and shall be buried approximately 300 mm deep. Tape shall be polyethylene tape with metallic core. Tape shall be 150 mm wide and be printed with repetitive caution warnings along its length. Tapes shall be yellow in color with black letters. Tape color and lettering shall not be affected by moisture or other substances contained in the backfill material.

3.4.7 Markers for Underground Piping

Markers for underground piping shall be placed as indicated approximately 600 mm to the right of the distribution system and referenced to the flow direction in the supply line. The marker shall be concrete 150 mm square or round section 600 mm long. The top edge of the marker shall have a minimum 10 mm chamfer all around. The letters CHW or LTHW shall be impressed or cast on the top of the markers to indicate the type of system that is being identified. Each letter shall be formed with a V-shaped groove and shall have a width of stroke at least 6 mm at the top and depth of 6 mm. The top of the marker shall protrude not more than 25 mm above finished grade.

3.5 EARTHWORK

Earthwork shall be performed in accordance with Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.6 ELECTRICAL WORK

Electrical work shall be performed in accordance with either Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND or Section 16370 ELECTRICAL DISTRIBUTION SYSTEM, AERIAL.

3.7 TESTING

Tests shall be conducted before, during, and after installation of the system. All instruments, equipment, facilities, and labor required to properly conduct the tests shall be provided by the Contractor. Test pressure gauges for a specific test shall have dials indicating not less than 1-1/2 times nor more than 2 times the test pressure. It shall be the Contractor's responsibility to make the pipe system workable at his expense.

3.7.1 Metallic Pipe Welds

An approved independent testing firm or firms regularly engaged in radiographic testing shall perform a radiographic examination of the field welds. The radiographic testing shall be performed in accordance with ASME B31.1. All radiographs shall be reviewed and interpreted by a Certified Level III Radiographer employed by the testing firm. Any welds found to be unacceptable shall be removed, rewelded and radiographically reexamined in accordance with the above criteria. Such repair and reexamination shall be accomplished at no cost to the Government.

3.7.2 Carrier Pipe Cleaning and Testing

Distribution piping shall be tested as required before backfilling and with all joints exposed. The area between joints may be backfilled as necessary to prevent pipe movement.

3.7.2.1 Cleaning Carrier Pipe

Prior to testing, the interior of the carrier pipe shall be cleaned of foreign materials by thorough flushing with clean water. Water shall be circulated at a velocity between 2 and 3 m/s (7 and 10 feet per second) for a minimum of 4 hours. If required, temporary and/or supplementary pumps shall be provided to ensure that required velocity is achieved. System strainers shall be cleaned after the flushing operation is complete. Temporary strainers shall be installed as required. After flushing, the water shall remain in the piping system for testing of the system. All air shall be removed from the system prior to starting the tests.

3.7.2.2 Hydrostatic Pressure Cycling and Tests

Hydrostatic pressure cycling shall have 4 cycles. Each cycle shall consist of a 10 minute period at 1000 kPa followed by a 5 minute period at a pressure less than 350 kPa. The next cycle shall begin immediately following the completion of the previous cycle. Pressure rise and drop shall not exceed 690 kPa per minute. The pressure gauge shall be located and the pressure measured at the opposite end of the system from where the pressure is applied. After completion of the hydrostatic pressure cycling, the first hydrostatic pressure test shall be performed. During the first hydrostatic pressure test, the system shall be proven tight at a pressure of 1-1/2 times the working pressure up to 1000 kPa. This pressure shall be held for a minimum of 1 hour. The method of pressurizing the system shall be disconnected from the system before starting the 1 hour pressure holding period. If the pressure cannot be held for the specified length of time, the cause of pressure loss shall be determined, corrected and the hydrostatic pressure cycling and first hydrostatic pressure test shall be repeated until the system can hold the required pressure for at least 1 hour. After successful completion of the first hydrostatic pressure test, the water shall be drained out of the piping system and the piping system filled with treated water as defined in paragraph TREATED WATER for the remaining tests and for permanent operation of the system. The hydrostatic pressure cycling and tests shall be repeated after the system has been filled with treated water, using the same test conditions and criteria.

3.7.2.3 Operational Test

Operational test shall be performed on the complete system or testable portions thereof. The test shall be conducted with full design flows and operating temperatures in all runs of piping as if in service, to demonstrate satisfactory function and operating effectiveness. The operational test will have two cycles. Each cycle shall consist of a 6-hour period with treated water in the system at the maximum operating temperature of 21 degrees C and maximum flow rate, and a period of at least 6-hours with no flow. The Contractor shall supply temporary pumps, piping connections, boilers, chillers and the gauges required to circulate the water at the desired temperatures and flow rates. Water shall be circulated through supply lines and returned through the return piping to demonstrate that the pressure drop is compatible with the flow rate and size of pipe and to show that obstructions do not exist in the piping

system. Any unusual indicated pressure drop will be investigated and any obstructions removed. Any leaks found shall be repaired. After any obstructions have been removed and any leaks repaired, the operational test shall be repeated until successfully passed.

3.7.2.4 Final Hydrostatic Test

After successful completion of the operational test, the system shall be pressurized to 1-1/2 times the working pressure up to 1000 kPa. This pressure shall be held for a minimum of 4 hours. Means of pressurizing shall be disconnected prior to the start of the 4-hour pressure holding period. If the pressure cannot be held for the specified length of time, the cause of the pressure loss shall be determined, corrected, and all of the hydrostatic pressure cycling and tests repeated.

-- End of Section --

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SECTION 02556

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	(1999b) 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 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

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 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-03 Product Data

Materials and Equipment.

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.

Connections to Existing Lines.

Notification of the Contractor's schedule for making connections to existing gas lines, at least 10 days in advance.

Jointing Polyethylene Piping; G.

A copy of qualified jointing procedures, training procedures, qualifications of trainer, and training test results for joiners and inspectors.

Connection and Abandonment Plan; G.

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.

Data from all pressure tests of the distribution system.

SD-07 Certificates

Utility Work.

Certification from the Operating Agency/Utility Company that work for which the Utility is responsible has been completed.

1.3 GENERAL REQUIREMENTS

1.3.1 Jointing Polyethylene 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.

1.3.2 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.

1.3.3 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.

1.3.4 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.

PART 2 PRODUCTS

2.1 PIPE, FITTINGS, AND ASSOCIATED MATERIALS

2.1.1 Steel Pipe

Steel pipe shall be used above grade. 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 40 mm (1-1/2 inches) and smaller.

2.1.2 Small Fittings

Fittings 40 mm (1-1/2 inches) and smaller shall conform to ASME B16.11.

2.1.3 Fittings, 50 mm (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, 1.6 mm (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 315 degrees C 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 shall be used for underground installations. 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.

2.1.8 Sealants for Steel Pipe Threaded Joints

2.1.8.1 Sealing Compound

Joint sealing compound shall be as listed in UL Gas&Oil Dir, Class 20 or less.

2.1.8.2 Tape

Polytetrafluoroethylene tape shall conform to ASTM D 3308.

2.1.9 Identification

Pipe flow markings and metal tags for each valve, meter, and regulator shall be provided as required by the Contracting Officer.

2.1.10 Insulating Joint Materials

Insulating joint materials shall be provided between flanged or threaded metallic pipe systems where shown to isolate galvanic or electrolytic action.

2.1.10.1 Threaded Joints

Joints for threaded pipe shall be steel body nut type, dielectric waterways with insulating gaskets.

2.1.10.2 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.

2.1.10.3 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.

2.1.11 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. Meter riser from buried plastic to above grade steel pipe shall be anodeless style.

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 40 mm (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 40 mm (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 50 mm (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 50 mm (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 200 mm (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 15 mm to 150 mm (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 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 2.5 kPa (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 2.5 to 3 kPa (10 to 12 inches of water column). Pressure relief for liquified petroleum gas shall be set at 4 kPa (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 50 mm (2 inch) size.

2.4 METERS

Meters shall conform to ANSI B109.2. Meters shall be pipe or pedestal mounted and be provided with a strainer immediately upstream. Meters shall be provided with over-pressure protection as specified in ASME B31.8. 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 2.83 cubic meter (100 cubic feet) of gas.

2.5 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 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

3.2 GAS MAINS

Pipe for gas mains shall be polyethylenebelow grade. Polyethylene mains shall not be installed aboveground.

3.3 SERVICE LINES

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 1.5 meters (5 feet) of the building. The point of delivery is the meter set assembly. 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. Polyethylene service lines shall not be installed aboveground except as permitted in ASME B31.8.

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 Aboveground Piping Systems

Finish painting shall conform to the applicable paragraphs of Section 09900 PAINTING, GENERAL and as follows:

3.5.1.1 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.

3.5.1.2 Nonferrous Surfaces

Nonferrous surfaces shall not be painted.

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 150 mm (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

Mains shall have 750 mm minimum cover; service lines shall have 600 mm 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 piping is installed underground, a #12 tracer wire, shall be installed with each gas service line. The tracer wire shall be installed at a minimum of six inches (6") away from the gas service line. The tracer wire shall not touch, be wrapped around or taped to the gas service line at any time, except where taping to the anodeless riser is required. The tracer wire shall be continuous, (without splices). Where splices are necessary, Gas Department approved wire connectors, shall be used. The tracers wire shall be brought above existing grade adjacent to the building side of the riser and taped securely, in three (3) places to the contour of the gas service riser. Where welded steel gas service risers are installed, the tracer wire shall be taped to the riser. After laying of pipe and testing, trench shall be backfilled in accordance with Section 02316 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 40 mm (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 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 4.7 mm (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 1 square meter. When in a sidewalk, the top of the box shall be in a concrete slab 600 mm 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 PRESSURE REGULATOR INSTALLATION

3.9.1 Service Line Regulators

A shutoff valve, meter set assembly, and service regulator shall be installed on the service line outside the building, 450 mm 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 10 mm (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.

3.10 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.

3.11 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.

3.11.1 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 CATHODIC PROTECTION

Cathodic protection shall be provided for all metallic gas piping installed underground and shall be installed as specified in Section 13110CATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE).

3.13 TESTS

3.13.1 Destructive Tests of Plastic Pipe Joints

Each day, prior to making polyethylene heat fusion 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.

3.13.2 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 170 kPa (25 psi).

The test pressure is 750 kPa (110 psi). 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 02621

FOUNDATION DRAINAGE SYSTEM
01/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 252M	(1996) Corrugated Polyethylene Drainage Tubing
AASHTO M 294M	(1998) Corrugated Polyethylene Pipe, 305- to 915-mm (12- to 36 in.) Diameter

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 33	(1999ael) Concrete Aggregates
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 F 405	(1997) Corrugated Polyethylene (PE) Tubing and Fittings
ASTM F 667	(1997) Large Diameter Corrugated Polyethylene 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	(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-07 Certificates

Materials.

Certifications from the manufacturers attesting that materials meet specification requirements.

1.3 DELIVERY, STORAGE AND HANDLING

Materials placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Plastic pipe shall not be exposed to direct sunlight for more than 6 months from time of manufacturer to installation.

PART 2 PRODUCTS

2.1 MATERIALS

Pipe for foundation drainage system shall be of the type and size indicated. Appropriate transitions, adapters, or joint details shall be used where pipes of different types or materials are connected.

2.1.1 Plastic Pipe

Plastic pipe shall contain ultraviolet inhibitor to provide protection from exposure to direct sunlight.

2.1.1.1 Corrugated Polyethylene (PE) Drainage Pipe

The Contractor shall furnish ASTM F 405 heavy duty for pipe 80 to 150 mm (3 to 6 inches) in diameter inclusive, ASTM F 667 for pipe 200 to 600 mm (8 to 24 inches) in diameter; or AASHTO M 252M for pipe 80 to 250 mm (3 to 10 inches) in diameter or AASHTO M 294M for pipe 300 to 600 mm (12 to 24 inches) in diameter. Fittings shall be pipe manufacturer's standard type and shall conform to the indicated specification.

2.1.1.2 Polyvinyl Chloride (PVC) Pipe

ASTM F 758, Type PS 46, ASTM D 3034, or ASTM F 949 with a minimum pipe stiffness of 317 kPa (46 psi).

2.1.1.3 Circular Perforations in Plastic Pipe

Circular holes shall be cleanly cut, not more than 8 mm (5/16 inch) or less than 5 mm (3/16 inch) in diameter, and arranged in rows parallel to the longitudinal axis of the pipe. Perforations shall be approximately 75 mm (3 inches) apart, center-to-center, along rows. The rows shall be approximately 38 mm (1-1/2 inches) apart and arranged in a staggered pattern so that all perforations lie at the midpoint between perforations in adjacent rows. The rows shall be spaced over not more than 155 degrees of circumference. The spigot or tongue end of the pipe shall not be perforated for a length equal to the depth of the socket and perforations shall continue at uniform spacing over the entire length of the pipe. Manufacturer's standard perforated pipe which essentially meets these requirements may be used with prior approval of the Contracting Officer.

2.1.1.4 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 3 mm (1/8 inch) or be less than 0.79 mm (1/32 inch). The length of individual slots shall not exceed 32 mm (1-1/4 inches) on 75 mm (3 inch) diameter tubing; 10 percent of the tubing inside nominal circumference on 100 to 200 mm (4 to 8 inch) diameter tubing; and 65 mm (2-1/2 inches) on 250 mm (10 inch) diameter tubing. Rows of slots shall be symmetrically spaced so that they are fully contained in quadrants of the pipe. Slots shall be centered in the valleys of the corrugations of profile wall pipe. The water inlet area shall be a minimum of 1058 square millimeters per linear meter (0.5 square inch per linear foot) of tubing. Manufacturer's standard perforated pipe which essentially meets these requirements may be used with prior approval of the Contracting Officer.

2.1.2 Fittings

Fittings shall be of compatible materials for pipe, of corresponding weight and quality, and as specified herein.

2.1.3 Cleanouts and Piping Through Walls

Cleanout pipe and fittings and piping through walls and footings shall be cast-iron soil pipe. Each cleanout shall have a brass ferrule and a cast-brass screw-jointed plug with socket or raised head for wrench.

2.1.4 Bedding and Pervious Backfill for Foundation Drains

Bedding and pervious backfill shall be coarse aggregate conforming to ASTM C 33, size number 67.

2.1.5 Protective Covering for Pervious Backfill

Protective covering shall be filter fabric conforming to Section 02373 SEPARATION/FILTRATION GEOTEXTILE.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.1.1 Extent

Foundation drainage shall be furnished and installed as a complete system to 1.5 m beyond the building.

3.1.2 Outlet Connections

Foundation pipe shall be connected to the storm drainage system as shown and specified in Section 02630 STORM-DRAINAGE SYSTEM.

3.1.3 Drainage Lines

Drainage lines shall be constructed of perforated pipe.

3.1.4 Outlet Lines

Outlet lines shall be constructed of closed-joint nonperforated, nonporous pipe.

3.2 INSTALLATION

3.2.1 Trenching and Excavation

Required trenching and excavation shall be in accordance with Section 02315 EXCAVATION, FILLING, AND BACKFILLING FOR BUILDINGS. Trenches shall be kept dry during installation of drainage system. Changes in direction of drain lines shall be made with 1/8 bends. Wye fittings shall be used at intersections.

3.2.2 Bedding

Graded bedding, minimum 150 mm in depth, shall be placed in the bottom of trench for its full width and length and compacted as specified prior to laying of foundation drain pipe. Each section shall rest firmly upon the bedding, through the entire length, with recesses formed for bell joints. Except for recesses for bell joints, the bedding shall fully support the lower quadrant of the pipe.

3.2.3 Pipe Laying

Drain lines shall be laid to true grades and alignment with a continuous fall in the direction of flow. Bells of pipe sections shall face upgrade. Interior of pipe shall be cleaned thoroughly before being laid. When drain lines are left open for connection to discharge lines, the open ends shall be temporarily closed and the location marked with wooden stakes. Perforated pipe shall be laid with perforations facing down. Any length that has had its grade or joints disturbed shall be removed and relaid at no additional cost to the Government. Perforated corrugated polyethylene drainage tubing and plastic piping shall be installed in accordance with manufacturer's specifications and as specified herein. Tubing and piping with physical imperfections shall not be installed.

3.2.4 Jointing

3.2.4.1 Perforated Pipes

Perforated types of drain pipes shall be laid with closed joints.

3.2.4.2 PVC Pipe

PVC pipe joints shall be in accordance with ASTM D 3034, ASTM D 3212, or ASTM F 949.

3.2.4.3 Corrugated Polyethylene

Corrugated polyethylene (PE) pipe joints shall be in accordance with ASTM F 405 or ASTM F 667.

3.2.5 Backfilling

After joints and connections have been inspected and approved, the specified pervious backfill material shall be placed for the full width of the trench and full width between pipe and adjacent walls and 300 mm (12 inches) above the top of the pipe. The backfill shall be placed preventing displacement of or injury to the pipe or tile. A protective covering, as specified, shall be placed over the pervious backfill for the full width of the trench before regular backfill is placed. Backfill shall be compacted as specified in Section 02315 EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS.

3.2.6 Cleanouts

Cleanouts shall be provided in locations indicated. Cleanouts in unpaved areas shall be set in 305 by 305 by 102 mm (12 by 12 by 4 inch) concrete blocks.

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SECTION 02630

STORM-DRAINAGE SYSTEM
03/00

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

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 48M	(1994 el) Gray Iron Castings (Metric)
ASTM A 123/A 123M	(1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 536	(1999el) Ductile Iron Castings
ASTM C 76M	(1999a) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric)
ASTM C 231	(1997el) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 270	(1997) Mortar for Unit Masonry
ASTM C 443M	(1998) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets (Metric)
ASTM C 478M	(1997) Precast Reinforced Concrete Manhole Sections (Metric)
ASTM C 923	(1998) Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Materials
ASTM C 924M	(1998) Concrete Pipe Sewer Lines by

	Low-Pressure Air Test Method (Metric)
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2321	(1989; R 1995) Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
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 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
ASTM F 1417	(1992; R 1998) Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air

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.

Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

SD-07 Certificates

Resin Certification.
Pipeline Testing.
Frame and Cover for Gratings.

Certified copies of test reports demonstrating conformance to applicable pipe specifications, before pipe is installed. Certification on the ability of frame and cover or gratings to carry the imposed live load.

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 indicated and shall conform to the requirements specified.

2.1.1 Concrete Pipe

ASTM C 76M, Class III.

2.1.2 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.

2.1.2.1 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.

2.1.2.2 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.

2.1.2.3 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.

2.1.2.4 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.

2.1.3 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.

2.1.3.1 Corrugated PE Pipe

AASHTO M 294, Type S or D, for pipes 300 to 1200 mm and AASHTO MP 7, Type S or D, for pipes 1350 to 1500 mm 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 (mm)	Minimum Wall Area (square mm/m)	Minimum Moment of Inertia of Wall Section (mm to the 4th/mm)
300	3200	390
375	4000	870
450	4900	1020
600	6600	1900
750	8300	2670
900	9500	3640
1050	9900	8900
1200	10900	8900
1350	12000	13110
1500	13650	13110

2.1.3.2 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:

Nominal Size (mm)	Minimum Wall Area (square mm/m)	Minimum Moment Of Inertia of Wall Section (mm to the 4th/mm) Cell Class 334433C	Cell Class 335434C
450	6300	850	620
525	8800	1150	840
600	9900	1330	970
675	12500	2050	1490
750	12500	2050	1490
825	14800	2640	2160
900	17100	3310	2700
1050	16500	4540	3720
1200	18700	5540	4540

2.2 MISCELLANEOUS MATERIALS

2.2.1 Concrete

Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for 21MPa 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 37.5 mm. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall not be less than 25 mm thick for covers and not less than 40 mm thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 75 mm between steel and ground.

2.2.2 Mortar

Mortar for pipe joints, connections to other drainage structures, and brick or block construction shall conform to ASTM C 270, Type M, except that the maximum placement time shall be 1 hour. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar. Water shall be clean and free of harmful acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.

2.2.3 Precast Reinforced Concrete Manholes

Precast reinforced concrete manholes shall conform to ASTM C 478M. 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.

2.2.4 Frame and Cover for Gratings

Frame and cover for gratings shall be cast gray iron, ASTM A 48M, Class

35B; or cast ductile iron, ASTM A 536, Grade 65-45-12. Weight, shape, size, and waterway openings for grates and curb inlets shall be as indicated on the plans.

2.2.5 Joints

2.2.5.1 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 443M. Factory-fabricated resilient joint materials shall conform to ASTM C 425. Gaskets shall have not more than one factory-fabricated splice, except that two factory-fabricated splices of the rubber-type gasket are permitted if the nominal diameter of the pipe being gasketed exceeds 1.35 m (54 inches).

2.2.5.2 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.

2.2.5.3 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.

2.2.5.4 Profile Wall PE Plastic Pipe

Joints shall be gasketed or thermal weld type with integral bell in accordance with ASTM F 894.

2.3 STEEL LADDER

Steel ladder shall be provided where the depth of the manhole exceeds 3.66 m (12 feet). These ladders shall be not less than 406 mm (16 inches) in width, with 19 mm (3/4 inch) diameter rungs spaced 305 mm (12 inches) apart. The two stringers shall be a minimum 10 mm (3/8 inch) thick and 63 mm (2-1/2 inches) wide. Ladders and inserts shall be galvanized after fabrication in conformance with ASTM A 123/A 123M.

2.4 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 02316 "Excavation, Trenching, and Backfilling for Utilities Systems"d.

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 or to the lower curved portion of pipe arch for the entire length of the pipe or pipe arch. 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 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. Lifting lugs in vertically elongated metal pipe shall be placed in the same vertical plane as the major axis of the pipe. 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 limits indicated in Section 02316 TRENCHING FOR UTILITIES:

Plastic	7.5

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 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.

3.4 JOINTING

3.4.1 Concrete Pipe

3.4.1.1 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.

3.4.1.2 Flexible Watertight Joints

Gaskets and jointing materials shall be as recommended by the particular manufacturer in regard to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe; any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pushed home. If, while the joint is being made the gasket becomes visibly dislocated the pipe shall be removed and the joint remade.

3.5 DRAINAGE STRUCTURES

3.5.1 Manholes and Inlets

Construction shall be of reinforced concrete, or precast reinforced concrete, complete with frames and covers or gratings; and with fixed galvanized steel ladders where indicated. Pipe studs and junction chambers of prefabricated corrugated metal manholes shall be fully bituminous-coated and paved when the connecting branch lines are so treated. Pipe connections to concrete manholes and inlets shall be made with flexible, watertight connectors.

3.5.2 Walls and Headwalls

Construction shall be as indicated.

3.6 STEEL LADDER INSTALLATION

Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 1.83 m (6 feet) vertically, and shall be installed to provide at least 152 mm (6 inches) of space between the wall and the rungs. The wall along the line of the ladder shall be vertical for its entire length.

3.7 BACKFILLING AND COMPACTION

Conform to Section 02316 TRENCHING FOR UTILITIES.

3.8 PIPELINE TESTING

Lines shall be tested for leakage by low pressure air tests. Low pressure air testing for concrete pipes shall conform to ASTM C 924M. Low pressure

air testing for plastic pipe shall conform to ASTM F 1417. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correcting, and retesting shall be made at no additional cost to the Government.

-- End of Section --

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SECTION 02722

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05/01

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SECTION 02722

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 SOCIETY FOR TESTING AND MATERIALS (ASTM)

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 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 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 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

Sampling and testing.
Field Density Tests.

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 01451 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.

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.

1.4.2.4 Field Density Tests

Density shall be field measured in accordance with ASTM D 1556 or ASTM D 2922. 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.

1.4.3 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 0.02 mm size material.

b. Liquid limit and plasticity index.

c. Moisture-density relationship.

d. Wear.

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 1000 square meters, or portion thereof, of completed area.

b. Sieve Analysis including 0.02 mm size material shall be performed for every 500 metric tons, 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 2 degrees C. When the temperature falls below 2 degrees C, 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 4.75 mm sieve shall be known as coarse aggregate; that portion passing the 4.75 mm 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.

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 38 mm and shall be continuously well graded within the limits specified in TABLE 1. Sieves shall conform to ASTM E 11.

TABLE 1. GRADATION OF AGGREGATES
(Option 1)
Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	No. 2	No. 3
50.0 mm	----	----
37.5 mm	100	----
25.0 mm	60-100	100
12.5 mm	30-65	40-70
4.75 mm	20-50	20-50

TABLE 1. GRADATION OF AGGREGATES
(Option 1)
Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	No. 2	No. 3
2.00 mm	15-40	15-40
0.425 mm	5-25	5-25
0.075 mm	0-8	0-8

(Option 2): Colorado DOT Standard Specifications Aggregate Class 5 or Class 6.

NOTE 1: Particles having diameters less than 0.02 mm 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 0.425 mm 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

When the ABC is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. 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 PREPARATION OF UNDERLYING COURSE

Prior to constructing the ABC, the underlying course or subgrade 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 or subgrade shall meet specified compaction and surface tolerances. The underlying course shall conform to Section 02300 EARTHWORK. 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.

3.3 INSTALLATION

3.3.1 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.

3.3.2 Placing

The mixed material shall be placed on the prepared subgrade or subbase in layers of uniform thickness with an approved spreader. When a compacted layer 150 mm or less in thickness is required, the material shall be placed in a single layer. When a compacted layer in excess of 150 mm is required, the material shall be placed in layers of equal thickness. No layer shall exceed 150 mm or less than 75mm 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. Where the ABC is placed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter by sweeping with power sweepers, power brooms, or hand brooms, as directed. 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.

3.3.3 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.

3.3.4 Edges of Base Course

The ABC shall be placed so that the completed section will be a minimum of 1.5 m wider, on all sides, than the next layer that will be placed above it. Additionally, 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, or to the thickness of each layer in a multiple layer course, allowing in each operation at least a 600 mm width of this material to be rolled and compacted simultaneously with rolling and compacting of each layer 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.

3.3.5 Compaction

Each layer of the ABC shall be compacted as specified with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus two 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.

3.3.6 Thickness

Compacted thickness of the aggregate course shall be as indicated. No individual layer shall exceed 150 mm nor be less than 75 mm in compacted thickness. The total compacted thickness of the ABC course shall be within 13 mm of the thickness indicated. Where the measured thickness is more than 13 mm 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 13 mm 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 6 mm 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 1000 square meters of base course. Measurements shall be made in 75 mm diameter test holes penetrating the base course.

3.3.7 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 13 mm or more below grade, then the top layer should be scarified to a depth of at least 75 mm 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.

3.3.8 Smoothness

The surface of the top layer shall show no deviations in excess of 10 mm

when tested with a 3.05 meter 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 15 meter 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.

3.4 TRAFFIC

Completed portions of the ABC course may be opened to limited traffic, provided there is no marring or distorting of the surface by the traffic. Heavy equipment shall not be permitted except when necessary to construction, and then the area shall be protected against marring or damage to the completed work.

3.5 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.

3.6 DISPOSAL OF UNSATISFACTORY MATERIALS

Any unsuitable materials that must be removed shall be disposed of outside Government proporty. No additional payments will be made for materials that must be replaced.

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DIVISION 02 - SITE WORK

SECTION 02741

HOT-MIX ASPHALT (HMA) FOR ROADS

09/99

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SECTION 02741

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 TP53	(1998; Interim 1999) Determining Asphalt Content of Hot Mix Asphalt by the Ignition Method

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer than 75 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 946	(1999) Penetration-Graded Asphalt Cement for Use in Pavement Construction
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 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 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

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-AO.

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-AO.
QC Monitoring.

Aggregate and QC test results.

SD-07 Certificates

Asphalt Cement Binder; G-AO.

Copies of certified test data.

Testing Laboratory.

Certification of compliance.

Plant Scale Calibration Certification

1.4 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. Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Government's acceptance testing and the Contractor's quality control testing.

c. 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.

d. 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.

1.5 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.

1.6 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.

1.6.1 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.

1.6.2 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 9.14 m in length.

b. Taut stringline set to grade.

c. Short ski or shoe for joint matching.

d. Laser control.

1.7 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.

1.8 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, mm	Degrees C
75 or greater	4
Less than 75	7

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregates shall consist of crushed stone, crushed gravel, screenings, natural sand and mineral filler, as required. The portion of material retained on the 4.75 mm sieve is coarse aggregate. The portion of material passing the 4.75 mm sieve and retained on the 0.075 mm sieve is fine aggregate. The portion passing the 0.075 mm sieve is defined as mineral filler. All aggregate test results and samples 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.

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.

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, mm	Gradation 1 Percent Passing by Mass	(Option 1) Gradation 2 Percent Passing by Mass
25.0	100	---
19.0	76-96	100
12.5	68-88	76-96
9.5	60-82	69-89
4.75	45-67	53-73
2.36	32-54	38-60
1.18	22-44	26-48
0.60	15-35	18-38
0.30	9-25	11-27
0.15	6-18	6-18
0.075	3-6	3-6

Option 2 - Aggregate Gradations as specified CDOT Standard Specifications at Table 703-3 as Grading S or Grading SX.

2.2 ASPHALT CEMENT BINDER

Asphalt cement binder shall conform to ASTM D 3381 Table 2, Viscosity Grade AC-10 or ASTM D 946 penetration grade 85-100. 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.

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	50 Blow Mix
Stability, newtons minimum	*4450
Flow, 0.25 mm	8-18
Air voids, percent	3-5
Percent Voids in mineral aggregate (VMA), (minimum)	
Gradation 1	13.0
Gradation 2	14.0
Gradation 3	15.0
TSR, minimum percent	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
12.5 mm	3
4.75 mm	3
2.36 mm	3
0.075 mm	1
Binder Content	0.4

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 50 mm. 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 15 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 penetration or viscosity 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 160 degrees C when added to the aggregates. Modified asphalts shall be no more than 174 degrees C 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 175 degrees C 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 and/or tack 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 60 degrees C. To deliver mix to the paver, the Contractor shall use a material transfer vehicle which shall be operated to produce continuous forward motion of the paver.

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 3 m. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 300 mm; 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 3 m from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 3 m. 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. Mat density shall be 97 to 100 percent, and joint density shall be between 95 to 100 percent of laboratory compacted specimens for the approved JMF.

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 80 degrees C at the time of placing adjacent lanes), or otherwise defective, shall be cut back a minimum of 50 mm 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 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.

3.9.2.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot (a lot is defined in paragraph MATERIAL ACCEPTANCE) 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.

3.9.2.2 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.

3.9.2.3 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.

3.9.2.4 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.

3.9.2.5 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.

3.9.2.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 50 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.

3.9.2.7 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.

3.9.2.8 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.

3.9.2.9 Additional Testing

Any additional testing, which the Contractor deems necessary to control the process, may be performed at the Contractor's option.

3.9.2.10 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.

3.9.3 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

3.10.1 General

A lot shall be that quantity of construction that will be evaluated for compliance with specification requirements. A lot shall be equal to 1000 metric tons. The Government will conduct all initial acceptance tests. Additional tests required to determine acceptability of nonconforming material will be preformed by the Government at the expense of the Contractor.

3.10.1.1 Optional Sampling and Testing

The Contracting Officer reserves the right to sample and test any area which appears to deviate from the specification requirements.

3.10.2 Density

The average mat and joint densities will be expressed as a percentage of the laboratory density. The laboratory density for each lot will be determined in accordance with MIL-STD 620 Method 100 from four sets of laboratory samples. One sample will be obtained from each of the four sublots and will be divided into three specimens to produce one set of laboratory samples. Laboratory samples will be prepared from asphalt mixture which has not been reheated. Samples will be compacted at 121.1 degrees C within 2 hours of the time the mixture was prepared at the asphalt plant. Laboratory samples will be prepared in accordance with MIL-STD 620 Method 100.

3.10.3 Field Density

The field density will be determined and those areas where densities fall below 95% will be rejected and replaced at no additional cost to the Government.

3.10.4 Lot Density

All density results on a lot will be completed and reported within 24 hours after construction of that lot. When the Contracting Officer considers it necessary to take additional samples for density measurements, samples will be taken in groups of four (one for each sublot).

3.10.5 Grade Conformance

Grade-conformance tests will be conducted by the Contractor. The finished surface of the pavement will be tested for conformance with plan-grade requirements. The finished grade of each pavement area shall be determined by running lines of levels at intervals of 8 m or less longitudinally and transversely to determine the elevation of the completed pavement. In areas where the grade exceeds the plan-grade tolerances given in paragraphs: GRADE and SURFACE-SMOOTHNESS by more than 50 percent, the Contractor shall remove the deficient area and replace with fresh paving mixture at no additional cost to the Government. Sufficient material shall be removed to allow at least 50 mm of asphalt concrete to be placed. Skin patching for correcting low areas or planning for correcting high areas shall not be permitted.

3.10.6 Grade

The final wearing surface of pavement shall conform to the elevations and cross sections shown and shall vary not more than 15 mm 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.

3.10.7 Surface Smoothness

The Contractor shall use one 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 60 m 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.

3.10.7.1 Smoothness Requirements

a. Straightedge Testing: The finished surfaces of the pavements shall have no abrupt change of 6 mm or more, and all pavements shall be within the tolerances specified in Table 9 when checked with an approved 4 m

straightedge.

Table 9. Straightedge Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Tolerance, mm
All paved areas	Longitudinal	6
	Transverse	6

b. Profilograph Testing: The finished surfaces of the pavements shall have no abrupt change of 3 mm 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 60 m, 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 (mm/km)
All Paved Areas	Longitudinal	140

-- End of Section --

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SECTION 02748

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 977	(1998) Emulsified Asphalt
ASTM D 2027	(1976; R 1997) Cutback Asphalt (Medium-Curing Type)
ASTM D 2397	(1998) Cationic Emulsified Asphalt
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 10 degrees C or above and when the temperature has not been below 2 degrees C for the 12 hours prior to application.

PART 2 PRODUCTS

2.1 TACK COAT

Emulsified asphalt shall conform to ASTM D 977 or ASTM D 2397 Grade SS-1, SS-1h, CSS-1, or CSS-1h.

2.2 PRIME COAT

Cutback asphalt shall conform to ASTM D 2027, Grades MC 30 or MC 70.

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 0.20 liter nor more than 0.70 liter per square meter of pavement surface.

3.2.2 Prime Coat

Bituminous material for the prime coat shall be applied in quantities of not less than 0.70 liter nor more than 1.80 liters per square meter 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 square mm/sec, 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	29-87 degrees C
MC-70	50-107 degrees C

Emulsions

SS-1	20-70 degrees C
SS-1h	20-70 degrees C
CSS-1	20-70 degrees C
CSS-1h	20-70 degrees C

*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 8 meters 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 shall be tested for compliance with the applicable specified requirements. A sample shall be obtained and tested by the Contractor for every 5,000 liters of bituminous material used. 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 30 meters 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 0.20 liters per square meter. 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 1.10 liters per square meter. 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.

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SECTION 02754

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
COE CRD-C 540	(1971; R 1981) Standard Specification for Nonbituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type

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 150 by 300 mm 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 3 mm 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 mm
Roads and Streets	Longitudinal	5
	Transverse	6.5
Hardstands, Parking Areas, Open Storage Areas	Longitudinal	6.5
	Transverse	6.5

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 4.5 m 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 255 mm or thicker slab of the slipformed portion of the pavement, shall have an edge slump exceeding 6 mm and no slab shall have an edge slump exceeding 9 mm. 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 1.5 to 4.5 m 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 surfaces of pavements shall vary not more than 18 mm 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

Paving.

Paving Schedules at least 7 days prior to start of paving.

Mixture Proportions; G-AO.

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. 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 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 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 750 mm, and the outside vibrators shall not exceed 300 mm 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 300 to 450 mm 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 4 m 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 portland cement and 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.

2.1.2 Pozzolan (Fly Ash)

Fly ash shall conform to ASTM C 618 Class F, including all the supplementary optional physical requirements.

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.

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 25.0 mm. 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 0.075 mm sieve).

d. The separation medium for lightweight particles shall have a density of 2.0 Mg/cubic meters.

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, 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 33 and 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 2.0 Mg/cubic meter.

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 20 mm thick.

2.6.2 Slip Joint Material

Slip joint material shall be 6 mm thick expansion joint filler conforming to ASTM D 1751.

2.6.3 Contraction Joint Inserts

Sawable contraction joint inserts shall conform to COE CRD-C 540. No metal inserts of any kind shall be used.

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.

2.7.2 Steel Fiber Reinforcing

Minimum ultimate tensile strength of the fibers shall be 345 MPa. The maximum aspect ratio (length divided by diameter) shall not exceed 100. Fibers longer than 60 mm shall not be used. The fibers shall be deformed and shall be furnished in small bundles adhered with water soluble glue.

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 40. 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 24 MPa 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 75 mm for pavement constructed with fixed forms. For slipformed pavement, the maximum allowable slump shall be 30 mm. 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 3.5 MPa. 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 may also include retarder water-reducing admixture. 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, base 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 32 degrees C. Steel forms, dowels and reinforcing shall be cooled prior to concrete placement when steel temperatures are greater than 49 degrees C.

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 5 degrees C. The temperature of the concrete when placed shall be not less than 10 degrees C. 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. 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 10 degrees C 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 32 degrees C, 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, the water meter and revolution meter reading on truck mixers 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. Equipment shall be allowed to operate on the underlying material only if no damage is done to the underlying material and its degree of compaction. Any disturbance to the underlying material that does occur shall be corrected before the paver-finisher reaches the location of the disturbance and the equipment shall be replaced or procedures changed to prevent any future damage.

3.4 PAVING

Pavement shall be constructed with paving and finishing equipment utilizing fixed forms or slipforms.

3.4.1 Consolidation

The paver vibrators shall be inserted into the concrete not closer to the underlying material than 50 mm. 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 200 mm.

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 45 m 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 200 mm 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. If a keyway is required, a 0.45 to 0.55 mm thick metal keyway liner shall be installed as the keyway is extruded. The keyway liner shall be protected and shall remain in place and become part of the joint.

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 mm per 100 mm. Except as otherwise specified below, location of dowels shall be within a horizontal tolerance of plus or minus 15 mm and a vertical tolerance of plus or minus 5 mm. 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

Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal basket assemblies. The dowels and 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 3 mm 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. If tie bars are required, a standard keyway shall be constructed, and the bent tie bars shall be inserted into the plastic concrete through a 0.45 to 0.55 mm thick metal keyway liner. Tie bars shall not be installed in preformed holes. The keyway liner shall be protected and shall remain in place and become part of the joint. Before placement of the adjoining paving lane, the tie bars shall be straightened, without spalling the concrete around the bar.

3.4.7.4 Expansion Joints

Dowels in expansion joints shall be installed by the bonded-in-place method or by bonding into holes drilled in hardened concrete, using procedures specified above.

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 3 to 4 m 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, 3 to 4 m 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. Any type of transverse texturing shall produce grooves in straight lines across each lane within a

tolerance of plus or minus 13 mm of a true line. 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.

3.5.5.2 Broom Texturing

Surface texture shall be applied using a mechanical stiff bristle broom drag of a type that will uniformly score the surface transverse to the pavement center line. The broom shall be capable of traversing the full width of the pavement in a single pass at a uniform speed and with a uniform pressure. Successive passes of the broom shall be overlapped the minimum necessary to obtain a uniformly textured surface. The scores should be uniform in appearance and approximately 1.5 mm in depth but not more than 3 mm in depth. Hand brooming will be permitted only on isolated odd shaped slabs or slabs where hand finishing is permitted.

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 3 mm 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 5 square meters per L. 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 13 mm.

3.7.1 Longitudinal Construction Joints

Dowels or Tie bars shall be installed in the longitudinal construction joints, or the edges shall be thickened as indicated.

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 dowels for load transfer.

3.7.4 Slip Joints

Slip joints shall be installed the full depth of the slab using expansion joint preformed joint filler material attached to the face of the original concrete placement. A reservoir for joint sealant shall be constructed at the top of the joint. Edges of the joint face shall be edged.

3.7.5 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.

3.7.5.1 Sawed Joints

Sawed contraction joints shall be constructed by sawing a groove in the concrete with a 3 mm 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.

3.7.6 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 150 mm 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 150 mm 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 25 mm 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 100 mm 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 25 mm outside the spalled area and to a depth of at least 50 mm. 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 0.009 cubic meter in size after removal operations; portland cement mortar shall be used for spalls between 0.00085 and 0.009 cubic meter; and epoxy resin mortar or Type III, Grade 3 epoxy resin for those spalls less than 0.00085 cubic meter 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.

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 6 mm. All pavement areas requiring plan grade or surface smoothness corrections in excess of the specified limits, shall be removed and replaced. In pavement areas given a wire comb or tined texture, areas exceeding 2 square meters that have been corrected by rubbing or grinding shall be retextured by grooving machine sawn grooves meeting the requirements for the wire comb or tined texture. 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 and as specified in Section 02220 DEMOLITION modified, and expanded as specified herein. 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.

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 meter, amount of water as free moisture in each size of aggregate, and the batch aggregate and water masses per cubic meter 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 meters per L 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 02762

COMPRESSION JOINT SEALS FOR CONCRETE PAVEMENTS
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 this text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 2628	(1991; R 1998) Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
ASTM D 2835	(1989; R 1998) Lubricant for Installation of Preformed Compression Seals in Concrete 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

Manufacturer's Instructions.

Where installation procedures are required in accordance with the manufacturer's recommendations, printed copies of manufacturers' instructions, 45 days prior to use on the project.

SD-04, Samples

Compression Seals; G-AO.

Regardless of testing responsibility, 1.2 meter long samples of the materials, 60 days prior to use on the project. Printed directions from the manufacturer on recommended installation criteria shall be furnished with the samples plus the manufacturer's certification that the selected seal is recommended for the installation on this project.

SD-06 Test Reports

Test Requirements.

Certified copies of test results, 45 days prior to use of material on the project.

1.3 TEST REQUIREMENTS

Each lot of compression joint seal and lubricant/adhesive shall be sampled, identified, and tested for conformance with the applicable material specification. A lot of compression seal shall consist of 1 day's production or 6,000 meters for each cross section, whichever is less. A lot of lubricant/adhesive shall consist of 1 day's production. The Contractor shall furnish additional samples of materials, in sufficient quantity to be tested, upon request. Final acceptance will be based on conformance to the specified test requirements and 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 Concrete Saw

A self-propelled power saw with water-cooled diamond saw blades shall be provided for cutting joints to the depths and widths specified and for removing filler, existing old joint seal, or other material embedded in the joints or adhered to the joint faces.

1.4.1.2 Sandblasting Equipment

Sandblasting equipment shall include an air compressor, hose, and a long-wearing venturi-type nozzle of proper size, shape, and opening. The maximum nozzle opening should not exceed 6 mm. The air compressor shall be portable and shall be capable of furnishing not less than 4200 liters per minute and maintaining a line pressure of not less than 620 kPa at the nozzle while in use. 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 about 25 mm above the pavement surface and will direct the blast to clean the joint walls. The height, angle of inclination, and the size of the nozzle shall be adjusted as necessary to ensure satisfactory results.

1.4.1.3 Waterblasting Equipment

Waterblasting equipment shall include a trailer-mounted water tank, pumps, high-pressure hose, a wand with safety release cutoff controls, nozzle, and auxiliary water resupply equipment. The water tank and auxiliary water resupply equipment shall be of sufficient capacity to permit continuous operations. The pumps, hoses, wand, and nozzle shall be of sufficient capacity to permit the cleaning of both walls of the joint and the pavement surface for a width of at least 13 mm on either side of the joint. A pressure gauge mounted at the pump shall show at all times the pressure in kPa at which the equipment is operating.

1.4.2 Sealing Equipment

Equipment used to install the compression seal shall place the compression seal to the prescribed depths within the specified tolerances without cutting, nicking, twisting, or otherwise damaging the seal. The equipment

shall be capable of placing the seal with not more than two percent longitudinal stretch or compression of the seal during installation. The machine shall be an automatic self-propelled joint seal application equipment and engine powered. The machine shall include a reservoir for the lubricant/adhesive, a device for conveying the lubricant/adhesive in the proper quantities to the sides of the compression seal or the sidewalls of the joints, a reel capable of holding one full spool of compression seal, and a power-driven apparatus for feeding the joint seal through a compression device and inserting the seal into the joint. The equipment shall also include a guide to maintain the proper course along the joint being sealed. The machine shall at all times be operated by an experienced operator.

1.5 TRIAL JOINT SEAL AND LUBRICANT/ADHESIVE INSTALLATION

Prior to the cleaning and sealing of the joints for the entire project, a test section at least 69 meters long shall be prepared at a designated location in the project pavement, using the specified materials and the approved equipment to demonstrate the proposed joint preparation and sealing of all types of joints in the project. Following the completion of the trial length and before any other joint is sealed, the trial joints will be inspected by the Government to determine that the materials and installation meet the requirements specified. If materials or installation do not meet requirements, the materials shall be removed, and the joints shall be recleaned and resealed at no cost to the Government. No other joints shall be sealed until the test installation has been approved. If the trial section is approved, it may be incorporated into the permanent work. Other joints shall be sealed in the manner approved for sealing the trial joint.

1.6 DELIVERY AND STORAGE

Materials delivered to the jobsite shall be inspected for defects, unloaded, and stored with a minimum of handling to avoid damage. Storage facilities shall protect materials from weather and shall maintain materials at temperatures recommended by the manufacturer.

1.7 ENVIRONMENTAL CONDITIONS

The ambient temperature and the pavement temperature within the joint wall shall be at least 2 degrees C and rising at the time of installation of the materials. Sealant installation will not be allowed if moisture or foreign material is observed in the joint.

PART 2 PRODUCTS

2.1 COMPRESSION SEALS

Compression joint seal materials shall be a vulcanized elastomeric compound using polychloroprene as the only base polymer. The material and manufactured seal shall conform to ASTM D 2628. The joint seal shall be a labyrinth type seal. The uncompressed depth of the face of the compression seal (that is to be bonded to the joint wall) shall be greater than the uncompressed width of the seal, except that for seals 25 mm or greater in width, the depth need be only 25 mm or greater. The actual width of the uncompressed seal for construction and contraction joints shall be 21 or 25 mm and for expansion joints shall be 32 mm. The tolerance on the seal shall be plus 3 mm or minus 1.5 mm.

2.2 LUBRICANT/ADHESIVE

Lubricant/adhesive used for the compression elastomeric joint seal shall be a one-component compound conforming to ASTM D 2835.

PART 3 EXECUTION

3.1 PREPARATION OF JOINTS

Immediately before installation of the compression joint seal, the joints shall be thoroughly cleaned to remove laitance, filler, existing sealer, foreign material and protrusions of hardened concrete from the sides and upper edges of the joint space to be sealed. Cleaning shall be by sandblasting or waterblasting and shall extend along pavement surfaces at least 13 mm on either side of the joint. 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. The Contractor shall demonstrate that the selected cleaning operation meets the cleanliness requirements. Any irregularity in the joint face which would prevent uniform contact between the joint seal and the joint face shall be corrected prior to the installation of the joint seal.

3.1.1 Sawing

Joints shall be cleaned and opened to the specified width and depth by sawing. Immediately following the sawing operation, the joint faces and opening shall be thoroughly cleaned using a water jet to remove saw cuttings or debris remaining on the faces or in the joint opening. Compression seal shall be installed within 3 calendar days of the time the joint cavity is sawed. Depth of the joint cavity shall be per manufacturer's instructions. The saw cut for the joint seal cavity shall be centered over the joint line. The nominal width of the sawed joint seal cavity shall be as follows; the actual width shall be within a tolerance of plus or minus 1.5 mm:

a. If a nominal 20.6 mm wide compression seal is furnished, the nominal width of the saw cut shall be 13 mm when the pavement temperature at the time of sawing is between +10 and +50 degrees C. If the pavement temperature at the time of sawing is above this range, the nominal width of the saw cut shall be decreased 1.5 mm. If the pavement temperature at the time of sawing is below this range, the nominal width of the saw cut shall be increased 1.5 mm.

b. The pavement temperature shall be measured in the presence of the Contracting Officer. Measurement shall be made each day before commencing sawing and at any other time during the day when the temperature appears to be varying from the allowable sawing range.

3.1.2 Waterblast Cleaning

A multiple pass waterblast technique shall be used until the surfaces are free of dust, dirt, curing compound, or any residue that might prevent ready insertion or uniform contact of the seal and bonding of the lubricant/adhesive to the concrete.

3.1.3 Rate of Progress

Sandblasting or waterblasting of joint faces shall be limited to the length of joint that can be sealed during the same workday.

3.2 INSTALLATION OF THE COMPRESSION SEAL

3.2.1 Time of Installation

Joints shall be sealed immediately within 3 calendar days of sawing the joint seal cavity and following concrete cure and the final cleaning of the joint walls. Open joints ready for sealing that cannot be sealed under the specified conditions shall be provided with an approved temporary seal to prevent infiltration of foreign material. When rain interrupts the sealing operations, the joints shall be washed, air pressure cleaned, and allowed to dry prior to installing the lubricant/adhesive and compression seal.

3.2.2 Sequence of Installation

Longitudinal joints shall be sealed first, followed by transverse joints. Seals in longitudinal joints shall be installed so that all transverse joint seals will be intact from edge to edge of the pavement. Intersections shall be made monolithic by use of joint seal adhesive and care in fitting the intersection parts together. Extender pieces of seal shall not be used at intersections. Any seal falling short at the intersection shall be removed and replaced with new seal at no additional cost to the Government. Seals that are required to change direction by more than 20 degrees, may require a poured sealant at the intersection. Poured sealant shall be per compression seal manufacturer's instructions.

3.3 SEALING OF JOINTS

The sides of the joint seal or the sides of the joint shall be covered with a coating of lubricant/adhesive and the seal installed as specified. Butt joints and seal intersections shall be coated with liberal applications of lubricant/ adhesive. Lubricant/adhesive spilled on the pavement shall be removed immediately to prevent setting on the pavement. The in-place joint seal shall be in an upright position and free from twisting, distortion, and cuts. Adjustments shall be made to the installation equipment and procedure, if the stretch exceeds 1 percent. Any seal exceeding 2 percent stretch shall be removed and replaced. The joint seal shall be placed at a uniform depth within the tolerances specified. In-place joint seal which fails to meet the specified requirements shall be removed and replaced with new joint seal at no cost to the Government. The compression joint seal shall be placed to a depth of 10 mm, plus or minus 3 mm, below the pavement surface except when the joint is beveled or has a radius at the surface, or unless otherwise directed. For beveled joints or joints with a radius at the surface, the compression joint seal shall be installed at a depth of 3 mm, plus or minus 3 mm, below the bottom of the edge of the bevel or radius. No part of the seal shall be allowed to project above the surface of the pavement or above the edge of the bevel or radius. The seal shall be installed in the longest practicable lengths in longitudinal joints and shall be cut at the joint intersections to provide continuous installation of the seal in the transverse joints. The lubricant/adhesive in the longitudinal joints shall be allowed to set for 1 hour prior to cutting at the joint intersections to reduce the possibility of shrinkage. For all transverse joints, the minimum length of the compression joint seal shall be the pavement width from edge to edge.

3.4 CLEAN-UP

Upon completion of the project, all unused materials shall be removed from the site, any lubricant/adhesive on the pavement surface shall be removed,

and the pavement shall be left in clean condition.

3.5 QUALITY CONTROL PROVISIONS

3.5.1 Application Equipment

The application equipment shall be inspected to assure uniform application of lubricant/adhesive to the sides of the compression joint seal or the walls of the joint. If any equipment causes cutting, twisting, nicking, excessive stretching or compressing of the seal, or improper application of the lubricant/adhesive, the operation shall be suspended until causes of the deficiencies are determined and corrected.

3.5.2 Procedures

3.5.2.1 Quality Control Inspection

Quality control provisions shall be provided during the joint cleaning process to prevent or correct improper equipment and cleaning techniques that damage the concrete in any manner. Cleaned joints shall be approved by the Government prior to installation of the lubricant/adhesive and compression joint seal.

3.5.2.2 Conformance to Stretching and compression Limitations

Conformance to stretching and compression limitations shall be determined. The top surface of the compression seal shall be marked at 305 mm intervals in a manner clear and durable to enable length determinations of the seal. After installation, the distance between the marks shall be measured on the seal. If the stretching or compression exceeds 2 percent, the seal shall be removed and replaced with new joint at no additional cost to the Government. The seal shall be removed up to the last correct measurement. The seal shall be inspected a minimum of once per 30 meters of seal for compliance to the shrinkage or compression requirements. Measurements shall also be made at the same interval to determine conformance with depth and width of installation requirements. Compression seal that is not in conformance with specification requirements shall be removed and replaced with new joint seal at no additional cost to the Government.

3.5.2.3 Pavement Temperature

The pavement temperature shall be determined by placing a thermometer in the initial saw cut for the joint and the reading shall be recorded. The thermometer shall remain in the joint for an adequate time to provide a control reading.

3.5.3 Product

The joint sealing system (compression seal and lubricant/adhesive) shall be inspected for proper rate of cure and bonding to the concrete, cuts, twists, nicks and other deficiencies. Seals exhibiting any defects, at any time prior to final acceptance of the project, shall be removed from the joint, wasted, and replaced in a satisfactory manner.

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SECTION 02763

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.

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

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.

Manufacturer's current printed product description and Material Safety Data Sheets (MSDS) for each type paint/color proposed for use.

SD-06 Test Reports

Sampling and Testing.

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).

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 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 8 kilometers per hour (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. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

1.4.2 Surface Preparation Equipment

1.4.2.1 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 70.8 liters per sec (150 cfm) of air at a pressure of not less than 620 kPa (90 psi) at each nozzle used, and shall be equipped with traps that will maintain the compressed air free of oil and water.

1.4.2.2 Waterblast Equipment

The water pressure shall be specified at 17.9 MPa (2600 psi) at 60 degrees C (140 degrees F in order to adequately clean the surfaces to be marked.

1.4.3 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.

1.4.3.1 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.

1.4.3.2 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.

1.4.4 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 5 degrees C 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 parking lots, 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.

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. Areas of old pavement affected with oil or grease shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint. 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 Cleaning Existing Pavement Markings

In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings, which are in good condition but interfere or conflict with the newly applied marking patterns, shall be removed. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. Whenever grinding, scraping, sandblasting or other operations are performed the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. When these operations are completed the pavement surface shall be blown off with compressed air to remove residue and debris resulting from the cleaning work.

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 5 degrees C and less than 35 degrees C. 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. Nonreflective Markings: Paint shall be applied evenly to the pavement surface to be coated at a rate of 2.9 plus or minus 0.5 square meter per liter.

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.

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SECTION 02770

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 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.

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 5 degrees C and is falling, or is already below that point. Placement may begin when the air temperature reaches 2 degrees C and is rising, or is already above 5 degrees C. 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 2 degrees C, 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 10 and 30 degrees C. 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 10 degrees C 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 30 degrees C 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 35 degrees C 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 02754 CONCRETE PAVEMENTS FOR SMALL PROJECT except as otherwise specified. Concrete shall have a minimum compressive strength of 24 MPa at 28 days. Maximum size of aggregate shall be 25 mm.

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 50 mm plus or minus 25 mm where determined in accordance with ASTM C 143.

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, 10 mm 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, 50 mm nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 3 m. Radius bends may be formed with 19 mm 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 3 m 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 3 m 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 38 mm 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. Subgrade shall be placed and compacted in conformance with Section 02300 EARTHWORK.

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.

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.

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 1.2 meters. 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 3 mm in any 3 m long section. After forms are set, grade and alignment shall be checked with a 3 m straightedge. Forms shall have a transverse slope 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.

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 3 mm. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. 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 8 mm from the testing edge of a 3 m straightedge. Permissible deficiency in section thickness will be up to 6 mm.

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 13 mm. 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 6 mm from the testing edge of a 3 m straightedge. Permissible deficiency in section thickness will be up to 6 mm.

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 1.5 m on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 3 m 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, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 3 mm blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.5.2 Sidewalk Expansion Joints

Expansion joints shall be formed with 13 mm joint filler strips. Joint filler shall be placed with top edge 6 mm 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 3 mm, 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. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 10 degrees C at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

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 1.5 m nor greater than 4.5 m in length. Contraction joints shall be constructed by means of 3 mm 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 13 mm in width shall be provided at intervals not exceeding 30 meters. 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. Expansion joints and the top 25 mm depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 10 degrees C at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

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 150 mm. 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 300 mm when a continuous sheet is not used. The curing medium shall not be less than 450 mm 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 5 square meters per liter (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.

3.8 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 190 cubic meters 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 4 MPa.

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 190 cubic meters, 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 6 mm 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 6 mm. 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 02811

UNDERGROUND SPRINKLER SYSTEMS

11/90

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 D 2241	(1996a) Poly (Vinyl Chloride) PVC Pressure-Rated Pipe (SDR Series)
ASTM D 2464	(1996a) Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
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

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C509	(1994) Resilient-Seated Gate Valves for Water Supply Service

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-80	(1997) Bronze Gate, Globe, Angle and Check Valves

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 (2002) National Electrical Code

1.2 SUMMARY

This section includes installation of an irrigation system for areas shown on the drawings. The irrigation system shall be an overhead spray system using the components listed herein. Components include, but not limited to piping, sleeves, sprinkler heads, valves, controller(s), control wiring, fittings, electrical connections, automatic valves, manual valves, and all necessary accessories.

1.3 DEFINITIONS

A. Distribution: Diameter of Coverage - diameter of the surface area receiving water (pertains to full or part circle).

B. Irrigation Heads:

1. Fill-in - heads not located on the basic symmetrical pattern and/or which may not have the same coverage as the heads in the pattern.
2. Pop-up Rotor-water lubricated, gear-driven head installed flush with the turf, containing a nozzle which rises 100 mm above the turf when operating.
3. Pop-up Spray - spray head installed flush with the turf, containing a nozzle which rises 100 mm inches above the turf when operating.
4. Pop-up Shrub - spray head designed for installation in shrubbery and flowers, containing a nozzle which rises to a height compatible with ground cover used.
5. Spray - head containing a nozzle that discharges a fine uniform water spray.
6. Strip - spray head designed for watering long, narrow strips of turf or landscaping, usually in a square or rectangular pattern.
7. Pop-up Bubbler Sprinkler head - a water outlet that does not spray water but permits water to bubble and flow to surrounding plants.

C. Lines

1. Header - water line leading off from a zone valve; subject to pressure only when zone is operating.
2. Lateral - water line leading off from a header to a head.
3. Main - water line under constant pressure, supplying the sprinkler zones.

D. Valves

1. Remote Control Valve - a valve used to activate/terminate flow to a zone.
2. Zone - a section of heads controlled by one valve.

1.4 QUALITY ASSURANCE

A. General Irrigation Contractor - A single firm with over 5-years of documented experience in projects of 50 acres or larger including multiple water sources and controllers, experienced in all aspects of irrigation work; irrigation maintenance and capable of installing an irrigation system

of this scope.

1. Irrigation contractor shall install all elements of the irrigation system including piping, sleeves, heads, valves, wiring, valve boxes, controller, sensors and all other items necessary to operate the system.

1.5 WORK COORDINATION

A. Scheduling and Existing Information:

1. Schedule and coordinate to facilitate the most expeditions completion of the project in a workmanlike manner.

2. The Contractor shall assume responsibility for all site utilities, and perform work in a manner to avoid damage, in accordance with digging permit process.

3. Contractor shall maintain the existing irrigation systems at Building 1, Building 2, and Building 3 in operation during the construction of this project.

4. Existing systems will require interruptions and modifications. During interruptions and modifications, provide irrigation to all affected plant materials at the same times and durations as programmed. Provide supplemental water to plant materials that become stressed due to interruptions.

1.6 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

Watering Plan

Submit watering plan for grass and plant establishment. Coordinate with Base Water Manager's requirements. Indicate watering frequency and duration for all zones.

SD-03 Product Data

Framed Instructions.

Labels, signs, and templates of operating instructions that are required to be mounted or installed on or near the product for normal, safe operation.

Field Training ; G, DO.

Information describing training to be provided, training aids to be used, samples of training materials to be provided, and schedules and notification of training.

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.

Sprinkler System.

Detailed procedures defining the Contractor's provisions for accident prevention, health protection, and other safety precautions for the work to be done.

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

Sprinkler System.

The material supplier's or equipment manufacturer's statement that the supplied material or equipment meets specified requirements. Each certificate shall be signed by an official authorized to certify in behalf of material supplier or product manufacturer and shall identify quantity and date or dates of shipment or delivery to which the certificates apply.

SD-10 Operation and Maintenance Data

Sprinkler System; G, DO.

Six copies of operation and six 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.

1.7 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.

1.8 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 5 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 (2) 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 Polyvinyl Chloride (PVC) Pipe, Fittings and Solvent Cement

2.2.1.1 PVC Pipe

Pipe shall conform to the requirements of ASTM D 2241, PVC 1120 SDR 21, Class 200.

2.2.1.2 PVC Fittings

Threaded type fittings shall conform to requirements of ASTM D 2464, Schedule 80.

2.2.1.3 Solvent Cement

Solvent cement shall conform to the requirements of ASTM D 2564; Heavy bodied glue for pipe sizes larger than 51 mm.

2.2.2 Swing Joints

1. Swing joint shall be rated at 1379.3 kPa maximum working pressure at 23 deg C. The swing joint shall be molded of rigid poly(vinyl) chloride(PVC), Type 1; with NPT threads and pipe sockets. Each rotating joint shall be sealed with a nitrile rubber O-ring, installed pre-compressed in a sealing groove free of parting lines to prevent leakage. Modified stub threads shall have special engineered diameters

and clearances to allow full-circle 360 deg movement and to reduce stress concentrations and joint fracture at threaded roots.

2. Lay length shall be 305 mm and pipe shall have a diameter equal to the inlet diameter of the sprinkler or quick coupling valve.

3. Inlet configurations shall be socket and outlet configuration shall be M.I.P.T.

2.3 SPRINKLER 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 207 kPa 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 100 mm (4 inches) above the body. The body shall be constructed with a 13 mm female thread for installation in a fixed underground pipe system.

2.3.1.2 Pop-Up Spray Sprinkler Heads

Pop-Up heads shall operate at a pressure of 207 kPa. Spray heads shall have adjustable or non-adjustable coverage. Heads shall pop up at a height compatible with ground covers. Provide plastic nozzles.

2.3.2 Rotary Pop-Up Sprinkler Heads

Sprinklers shall be capable of covering diameter indicated with a 102 mm pop-up, trajectory of 15 degree to 25 degree, Construction shall be high impact molded plastic with filter screen, reducible watering radius, and choice of 8 nozzles and have adjustable radius capabilities.

2.3.3 Bubbler Sprinkler Heads

Heads shall be pop-up multiple-spray bubbler with adjustable flow .

2.4 VALVES

2.4.1 Gate Valves, Less than 80 mm (3 Inches)

Gate valves shall conform to the requirements of MSS SP-80, Type 1, Class 150, threaded ends, straight valves.

2.4.2 Gate Valves, 80 mm (3 Inches) and Larger

Gate valves shall be straight valves and 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 Quick Coupling Valves

Quick coupling valves shall have brass parts and shall be 25 mm (1 inch) single lug type.

2.4.4 Remote Control Valves, Electrical

Remote control valves shall be pressure regulating solenoid actuated globe valves of 25.4 to 50.8 mm (1 to 2 inch) size, suitable for 24 volts, 50/60 cycle, and designed to provide for shut-off in event of power failure. Valve shall be high impact plastic housing suitable for service at 1034 kPa 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.

2.5 ACCESSORIES AND APPURTENANCES

2.5.1 Valve Keys for Manually Operated Valves

Valve keys shall be 15 mm diameter by 1000 mm 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 plastic lockable for each gate valve, manual control valve and remote control valve. Box sizes shall be adjustable for valve used with a minimum of 254 mm in diameter. Word "IRRIGATION" shall be cast on cover. Shaft diameter of box shall be minimum 130 mm.

2.5.3 Service Clamps

Service clamps shall be bronze flat, double strap, with neoprene gasket or "O"-ring seal.

2.6 AUTOMATIC CONTROLLERS, ELECTRICAL

Controller shall conform to the requirements of NEMA ICS 2 with 120 single phase service, operating with indicated stations, and grounded chassis. Enclosure shall be factory-finished metal and 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 four 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 3 to 60 minutes, 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. Provide communications module and radio communications kit to permit operation of controllers as satellites to central system. Provide master valve operation. Provide relay switches to protect controller from current fed to master valve from other controllers.

2.7 ELECTRICAL WORK

Wiring and rigid conduit for electrical power shall be in accordance with NFPA 70, and Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

Control wire shall be minimum 14 gage solid copper. Common wire shall be white color. Provide all control wires in red color. Provide minimum three spare wires from controller to loop the extent of the main line in a third, distinct color.

2.8 WIRE CONNECTORS

Provide Spears D5400 perfilled watertight connectors or equal for all in-ground wire connections. Wire nuts shall not be used.

2.9 CONCRETE MATERIALS

Concrete shall have a compressive strength of 17 MPa at 28 days as specified in Section 03300, CAST-IN-PLACE STRUCTURAL CONCRETE.

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 02316, 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 50 mm diameter or greater are encountered. Trench width shall be 100 mm 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 100 mm deeper 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 100 mm for pipe 50 mm and less; 300 mm for 65 mm and larger. Minimum vertical clearances between lines shall be 25 mm.

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 5 degrees C.

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 100 mm cover measured from finish grade to top of valve stem.

3.1.5 Sprinklers and Quick Coupling Valves

Sprinklers and valves shall be installed plumb and level with terrain. Install rotary heads and pop-up spray heads so they will be flush with finished, settled ground. Place part circle heads 102 mm (4) inches from edge of paved surfaces. Install swing joints on all heads adjacent to paving and curbs.

3.1.6 Control Wire and Conduit

3.1.6.1 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.

3.1.6.2 Loops

A 300 mm loop of wire shall be provided at each valve where controls are connected.

3.1.6.3 Expansion and Contraction

Multiple tubes or wires shall be bundled and taped together at 3 m intervals with 300 mm loop for expansion and contraction.

3.1.6.4 Splices

Electrical splices shall be waterproof. For in-ground wire connections, use prefilled, sealing, water tight connections.

3.1.7 Automatic Controller

Install controller 1.52 mm (5 ft) above grade on exterior walls indicated. Exact field location of controller shall be determined before installation. Coordinate the electrical service to this location. Install an additional 10 ea zone valve wires (third color) from controller to the extreme end of the main line. Install in accordance with manufacturer's recommendations and NFPA 70.

3.1.8 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 02510 WATER DISTRIBUTION SYSTEM.

3.1.9 Backfill

3.1.9.1 Minimum Cover

Depth of cover shall be as indicated. Remainder of trench or pipe cover shall be filled to within 80 mm of top with excavated soil, and compact soil with plate hand-held compactors to same density as undisturbed adjacent soil.

3.1.9.2 Restoration

Top 80 mm 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, and Section 02930 EXTERIOR PLANTING. Pavements shall be restored in accordance with Section 02754 CONCRETE PAVEMENTS FOR SMALL PROJECTS.

3.1.10 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.

3.1.11 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 1034 kPa without pumping for a period of four (4) hours with an allowable pressure drop of 35 kPa. 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 and quick coupling assemblies 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 0.505 mm 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 4 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 02840

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SECTION 02840

ACTIVE VEHICLE BARRIERS
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 106	(1999e1) Seamless Carbon Steel Pipe for High-Temperature Service

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2000) Structural Welding Code - Steel

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250	(1997) Enclosures for Electrical Equipment (1000 Volts Maximum)

SOCIETY OF AUTOMOTIVE ENGINEERS INTERNATIONAL (SAE)

SAE J517	(1998) Hydraulic Hose

UNDERWRITERS LABORATORIES (UL)

UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors

1.2 GENERAL REQUIREMENTS

Barriers furnished shall in all respects be identical to the unit tested and certified except for the width of the vehicle barrier, which is as indicated, and except for bollards which have a set diameter. Crash test shall be performed and data compiled by an approved independent testing agency. Test vehicle shall not vault or penetrate the barrier during the test. The design and structural materials of the vehicle barrier furnished shall be the same as those used in the crash tested barrier.

1.3 NAMEPLATES

Nameplate data shall be permanently attached to each vehicle barrier. The data shall be legibly marked on corrosion-resistant metal plates and shall consist of at least the following:

a. Manufacturer's name.

b. Model number.

c. Serial number.

d. Date of manufacture.

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 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Installation; G-AO.
Equipment; G-AO.

Detail drawings containing complete wiring and schematic 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 equipment and appurtenances, and equipment relationship to other parts of the work including foundation and clearances for maintenance and operation. Detail drawings shall include a copy of the crash test report or certificate of barrier performance.

SD-03 Product Data

Vehicle Barriers.
Spare Parts.

A complete list of equipment, materials, including industrial standards used and how they apply to the applicable component and manufacturer's descriptive data and technical literature, catalog cuts, and installation instructions. Spare parts data for each different item of material and equipment used, after approval of the detail drawings. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

Vehicle Barriers.

Information necessary to document a minimum 1-year successful field operation performance history for each type of vehicle barrier installed.

SD-06 Test Reports

Field Testing.

Test reports in booklet form showing all field tests, including component adjustments and demonstration of compliance with the specified performance criteria, upon completion and testing of the installed system. Each test report shall indicate the final position of controls.

SD-10 Operation and Maintenance Data

Vehicle Barriers; G-AO.
Operating and Maintenance Instructions.

Six copies of operation and maintenance manuals, a minimum of 2 weeks prior to field training. One complete set prior to performance testing and the remainder upon acceptance. Manuals shall be approved prior to acceptance. Operation manuals shall outline the step-by-step procedures required for system startup, operation, and shutdown. The manuals shall include the manufacturer's name, model number, service manual, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall include routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The manuals shall include piping layout, equipment layout, and simplified wiring and control diagrams of the system as installed. The manuals shall also include hydraulic oil types to be used for ambient temperature ranges of minus 34 degrees C (minus 30 degrees F) to plus 66 degrees C (150 degrees F) to cover winter operation, summer operation, and ambient temperature ranges in between.

1.5 DELIVERY AND STORAGE

Components placed in storage shall be protected from the weather, humidity, and temperature variation, dirt and dust, or other contaminants. Structural materials shall be stored on sleepers or pallets and shall be protected from rust and objectionable materials such as dirt, grease, or oil.

1.6 SPARE PARTS

A manufacturer's standard recommended spare parts package, with current unit prices and source of supply complete with detailed manuals on parts replacement, shall be provided with each barrier to facilitate 1 year of normal operation. Particular consideration shall be given to system components which are not readily available from local or commercial sources and which are critical to the operation of the system.

PART 2 PRODUCTS

2.1 CRASH BEAM

The crash beam shall be an above-grade assembly that, in the "DOWN" position, shall present a visible obstacle to approaching vehicles. The height of the barrier shall be a minimum of 750 mm as measured from the roadway surface to the centerline of the crash beam. The crash beam shall be capable of blocking a minimum road width of 4.6 m. The crash beam end shall contain a locking pin with padlock acceptance for securing the crash beam when it is in the "DOWN" position. Crash beam shall withstand a 6804 kg (15,000 pound) vehicle traveling at 48 km per hour (30 mph), with maximum beam deflection of 6 m .

2.1.1 Powered Crash Beam

The crash beam shall be operated by means of a hydraulic power system. The crash beam shall be capable of being raised or lowered within an 8 to 15 second time range.

2.1.1.1 Failure Mode of Operation

A disconnect system for the crash beam shall be provided to allow manual operation of the barrier in the event of an electrical or mechanical failure.

2.1.1.2 Hydraulic Power Unit

The hydraulic power unit shall contain conventional hydraulic fluid which maintains its viscosity between 80 and 4000 saybolt universal seconds (SUS) even at constant heaviest use rate, for an ambient temperature range of minus 7 to plus 66 degrees C (20 to 150 degrees F). A hydraulic fluid heater shall be provided so that the viscosity remains between 80 and 4000 SUS for ambient temperatures below minus 7 degrees C (20 degrees F). Buried hydraulic lines for the connection of the hydraulic power unit to the barrier shall be flexible or carbon steel pipe or a combination of flexible and carbon steel pipe. Flexible and rigid hydraulic line working pressure shall exceed the maximum system relief pressure.

a. Flexible hydraulic lines shall be in accordance with SAE J517.

b. Rigid hydraulic lines shall be seamless carbon steel pipe in accordance with ASTM A 106.

2.1.1.3 Hydraulic Power Unit Enclosure

A NEMA Type 3R enclosure as specified in NEMA 250 shall be provided to enclose the hydraulic power unit. The enclosure shall be designed for easy removal of the hydraulic power unit components and other accessories without complete removal of the enclosure. An access door with hinges and an inside and outside operable/lockable exterior door latch shall be provided. Equipment within the enclosure shall be placed and configured so that all periodic maintenance can be performed through the access door without removal of the equipment. The enclosure shall be equipped with weatherproof louver vents appropriately sized and located to dissipate internal heat generation.

2.1.2 Manual Crash Beam

The crash beam shall be manually raised and lowered with the aid of a counterbalanced end requiring approximately 267 N (60 pounds) of force.

2.2 ELECTRICAL WORK

Motors, manual or automatic motor control equipment and protective or signal devices required for the operation specified herein shall be provided in accordance with Section 16415 ELECTRICAL WORK, INTERIOR. All field wiring for loop detectors, communication lines, and power circuits shall have surge protection. Any wiring required for the operation specified herein, but not shown on the electrical plans, shall be provided under this section in accordance with Sections 16415 ELECTRICAL WORK, INTERIOR and 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

2.3 CONTROL PANEL

A control panel and control circuit shall be provided to interface between all barrier control stations and the power unit. The control station is defined as the main control panel and the remote control panel as shown. The control circuit shall contain all relays, timers, and other devices or an industrial programmable controller programmed as necessary for the

barrier operation. The control panel shall allow direct interface with auxiliary equipment such as card readers, remote switches, loop detectors, infrared sensors, and swinging gate limit switches. Loop controllers shall not cause an automatic barrier raise following power loss or restoration. The enclosure shall be as indicated on the drawings. All device interconnect lines shall be run to terminal strips.

2.3.1 Voltage

The control circuit shall operate from a 120 volt 60 Hz supply. The control circuit voltage shall be 24 dc for all external control panels.

2.3.2 Main Control Panel

A main control panel shall be supplied to control barrier function. This panel shall have a key-lockable main switch with main power "ON" and panel "ON" lights. Buttons to raise and lower each barrier shall be provided. Barrier "UP" and "DOWN" indicator lights shall be included for each barrier. An emergency fast operate circuit (EFO) shall be operated from a push button larger than the normal controls and have a flip safety cover installed over the push button. The EFO shall also be furnished with an EFO-active light and reset button. The main control panel shall have a key lockable switch to arm or disable the remote control panel. An indicator light shall show if the remote control panel is enabled.

2.3.3 Remote Control Panel

A remote control panel shall have a panel "ON" light that is lit when enabled by a key lockable switch on the main control panel. Buttons to raise and lower each barrier shall be provided. Barrier "UP" and "DOWN" indicator lights shall be included for each barrier. The EFO shall be operated from a push button larger than the normal controls and have a flip safety cover installed over the push button. The EFO shall be interconnected with an EFO-active light. When the remote control panel EFO is pushed, operation of the barrier will not be possible from this panel until reset at the main control panel.

2.4 MISCELLANEOUS EQUIPMENT

2.4.1 Safety Equipment

Red/yellow 200 mm (8 inch) traffic lights shall be supplied for each entrance and exit to alert motorists of the barrier position. Traffic lights are not required for manual barriers. The yellow light shall indicate that the barrier is fully open. All other positions shall cause the light to show red. Brackets shall be supplied to allow the light to be mounted a minimum 1.4 m above the roadway pavement on a 90 mm (3.5 inch) outside diameter metal post.

2.4.2 Heater

A waterproof barrier heater with a thermostat control and NEMA 4 junction box connection point shall be provided for de-icing and snow melting. The heater shall provide barrier operation to an ambient temperature of minus 40 degrees C (minus 40 degrees F).

2.4.3 Vertical Arm Gates (Traffic Arms)

Vertical arm gates shall have an opening and closing time of less than or

equal to 15 seconds. The gates shall be capable of 15 duty cycles per hour as a minimum. Gate shall operate the arm through 90 degrees. Gate operators shall be supplied with single phase 120 volt motors. Each gate shall be capable of being operated from a remote open-close push button station. Gates shall have a hand-crank mechanism which will allow manual operation during power failures. Each gate shall be supplied with a handcrank. Gate arms shall be constructed out of wood, steel, fiberglass, or aluminum, as specified by the manufacturer for the given lengths as shown on the drawings. Gate arms shall be covered with 406 mm (16 inch) wide reflectorized red and white sheeting. Each gate shall be furnished with a spare gate arm. Gate operator cabinets shall be constructed of galvanized steel, or aluminum and shall be painted manufacturers standard color as approved. Each gate operator shall be provided with an obstruction detector that will automatically reverse the gate motor when an obstruction is detected. The obstruction detector shall be any of the following 3 types: An electronic loop vehicle detector buried in the road, a photocell electric eye mounted on the gate operator, or a safety strip mounted on the lower edge of the arm. The detector system shall be automatically deactivated when the arm reaches the fully lowered position. Slab size and anchorage for gate operator shall be per manufacturer requirements.

2.5 FINISH

Surfaces shall be painted in accordance with requirements of Section 09900 PAINTS AND COATINGS except for materials supplied with manufacturer's standard finish. The crash beam shall be painted reflective yellow with 75 mm wide black diagonal stripes.

2.6 CONCRETE

The concrete shall conform to Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

2.7 WELDING

Welding shall be in accordance with AWS D1.1/D1.1M.

2.8 PAVEMENT

After placement of the vehicle barrier, the pavement sections shall be replaced to match the section and depth of the surrounding pavement. Pavement shall be warped to match the elevations of existing pavement. Positive surface drainage, away from the vehicle barrier, shall be provided by pavement slope.

PART 3 EXECUTION

3.1 INSTALLATION

Installation shall be in accordance with manufacturers instructions and in the presence of a representative of the manufacturer. Manufacturer's representative shall be experienced in the installation, adjustment, and operation of the equipment provided. The representative shall also be present during adjustment and testing of the equipment.

3.2 HYDRAULIC LINES

Buried hydraulic lines shall be placed in polyvinyl chloride (PVC) sleeves.

Positive drainage shall be provided from the hydraulic power unit to the barrier for drainage of condensation within the PVC sleeve.

3.3 ELECTRICAL

All control power wiring requiring compression terminals shall use ring-style terminals. Terminals and compression tools shall conform to UL 486A. Roundhead screws and lockwashers shall be used to provide vibration-resistant connections. Connections between any printed circuit cards and the chassis shall be made with screw connections or other locking means to prevent shock or vibration separation of the card from its chassis. The electrical power supply breaker for the hydraulic power unit shall be capable of being locked in the power on and power off positions.

3.4 FIELD TESTING

Upon completion of construction, a field test shall be performed for each vehicle barrier. The test shall include raising and lowering the barrier, both electrically and manually, through its complete range of operation. Each vehicle barrier shall then be continuously cycled for not less than 30 minutes to test for heat build-up in the hydraulic system. The Contracting Officer shall be notified at least 7 days prior to the beginning of the field test. The Contractor shall furnish all equipment and make all necessary corrections and adjustments prior to tests witnessed by the Contracting Officer. Any conditions that interfere with the proper operation of the barrier disclosed by the test shall be corrected at no additional cost to the Government. Adjustments and repairs shall be done by the Contractor under the direction of the Contracting Officer. After adjustments are made to assure correct functioning of components, applicable tests shall be completed.

3.5 FIELD TRAINING

A field training course shall be provided for designated operating staff members. Training shall be provided for a total period of not less than 8 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 instructions.

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SECTION 02921

SEEDING
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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.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01	(Aug 95) Federal Seed Act Regulations Part 201

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G-DO" designation; submittals not having a designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment.
Surface Erosion Control Material.
Chemical Treatment Material.

Manufacturer's literature including physical characteristics, application and installation instructions for equipment, surface erosion control material and chemical treatment material.

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.

SD-04 Samples

Mulch; G, DO.

A 5.0 kilogram sample.

SD-06 Test Reports

Equipment Calibration.

Certification of calibration tests conducted on the equipment used in the seeding operation.

Soil 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. Provide recommendations of Botanist indicating fertilizer and soil amending for specified plant materials.

SD-07 Certificates

Seed.
Topsoil.
Organic Material.
Soil Conditioner.
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. Organic Material: Composition and source, with analysis indicating pH, percent organic content and salt content.

d. Soil Conditioner: 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 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.

1.4.2 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 40 mm 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, lime, and 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 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 24 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-01 and applicable state seed laws.

2.1.2 Permanent Seed Species and Mixtures

Permanent seed species and mixtures shall be proportioned by weight as follows:

Botanical Name	Common Name	Mixture Percent by Weight

Bluegrass Specifications (Improved Areas)

Mixture	Type	Purity/Germination	Pure Live Seed
25%	Midnight	98/85	83.3%
25%	Merit	98/85	83.3%
25%	Touchdown	98/85	83.3%
25%	Nu-Glade	98/85	83.3%

Native Grass Seed Specifications (Semi-Improved Areas)

Mixture	Type	Purity/Germination	Pure Live Seed
10%	Sideoats Gramma	98/57	87.17%
10%	Western Wheatgrass	98/73	75.10%
25%	Tatanka or Sharps Buffalo Grass	98/93	94.30%
25%	Blue Gramma	98/93	62.93%
30%	Annual Ryegrass	98/90	98.06%

All Buffalo Grass seed to be primed with KNO3.

2.1.3 Temporary Seed Species

Temporary seed species for surface erosion control or overseeding shall be as follows:

Botanical Name	Common Name	
Lolium perenne	Perennial Rye Grass	85%

2.1.4 Quality

Weed seed shall be a maximum 2 percent by weight of the total mixture.

2.1.5 Seed Mixing

The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 TOPSOIL

Topsoil shall be the top 150 mm layer of soil, as existing and undisturbed, or as obtained and stockpiled prior to utility or building construction excavation.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of organic material, fertilizer and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.3.1 Organic Material

Organic material shall consist of compost or wood humus. Provide decomposed material that is free of colloidal residue; elastic and homogeneous; free of trash or debris; with pH between 5 and 7.2; minimum 60-percent organic content by weight; moisture content not exceeding 15 percent; water absorption capacity of not less than 300-percent by weight on an oven-dry basis; salt content less than 2 mmho/cm.

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.

2.4.2 Paper Fiber

Paper fiber mulch shall be recycled news print that is shredded for the purpose of mulching seed.

2.4.3 Tackifier

Soil binder tackifier consisting of polyacrylimide and copolymer of acrylimide.

2.5 WATER

Water shall be Government - furnished from the new buildings or as directed by the Contracting Officer. Water shall not contain elements toxic to plant life.

2.6 SURFACE EROSION CONTROL MATERIAL

Surface erosion control material shall conform to the following:

2.6.1 Surface Erosion Control Blanket

Blanket shall be machine produced mat of wood excelsior formed from a web of interlocking wood fibers; covered on one side with either knitted straw blanket-like mat construction; covered with biodegradable plastic mesh; or interwoven biodegradable thread, plastic netting, or twisted kraft paper cord netting.

2.6.2 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 April 1 to May 31 for spring establishment; and from Aug 15 to Oct 1 for fall establishment.

3.1.2 Seeding Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. Do not seed during drought conditions as determined by the City of Colorado Springs. When wind, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed by Contracting Officer's representative. 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.

3.1.4 Soil Test

Existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species specified.

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

The fertilizer shall be applied as recommended by the soil test for irrigated turf areas. Fertilizer shall be incorporated into the soil to a maximum 100 mm depth or may be incorporated as part of the tillage or hydroseeding operation. As a basis for bid, apply 5 gm fertilizer and 1 gm iron sulfate per square meter.

3.2.2.2 Applying Rotted Manure

The rotted cattle manure shall be spread uniformly over the soil 25 mm at a rate of 2.3 cubic meters per 93 square meters and thoroughly incorporated by tillage into the soil to a maximum 100 mm depth.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 150 mm depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 50 mm depth 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 soil conditioner may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 13 mm 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 Lawn Area Debris

Debris and stones over a minimum 16 mm 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 method shall be Hydroseeding. 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.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the rate of 2.72 kilograms pure live seed per 93 square meters. Seed and fertilizer shall be added to water and thoroughly mixed to meet the rates specified. The time period for the seed to be held in the slurry shall be a maximum 24 hours. Wood cellulose fiber mulch and tackifier shall be added at the rates recommended by the manufacturer after the seed, fertilizer, and water have been thoroughly mixed to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

3.3.3 Mulching

3.3.3.1 Wood Cellulose Fiber, Paper Fiber, and Recycled Paper

Wood cellulose fiber, paper fiber, or recycled paper shall be applied as part of the hydroseeding operation. The mulch shall be mixed and applied in accordance with the manufacturer's recommendations.

3.3.3.2 Tackifier

Apply tackifier to seeded slopes steeper than 10-percent immediately after hydroseeding. Apply tackifier at a rate of 33 kg (dry) per hectare, mixed with water in accordance with manufacturer's recommendations.

3.3.4 Watering Seed

Watering shall be started immediately after completing the seeding of an area. Comply with Peterson AFB watering restrictions. Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum 25 mm depth. Run-off and puddling shall be prevented. Watering trucks shall not be driven over turf areas, unless otherwise directed. Watering of other adjacent areas or plant material shall be prevented.

3.4 SURFACE EROSION CONTROL

3.4.1 Surface Erosion Control Material

Where indicated or as directed, 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

The application rate shall be 3.17 kilograms per 93 square meters. 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. The area shall be watered in accordance with paragraph Watering Seed.

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, weeds, or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program through the Contracting Officer's Representative. Do not store or mix pesticides on Peterson AFB unless permitted by Base Environmental Flight. Obtain permits through Contracting Officer's Representative.

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 any activities under this contract shall be restored to original condition at Contractor's expense.

3.7.2 Clean Up

Clean up shall be daily. Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned. Offsite disposal shall occur when refuse containers or waste storage areas are full, or sooner.

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 appropriate 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 for spring establishment, and shall end June 1 for fall establishment. 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 coordinated with Sections 02922 SODDING, and 02930 EXTERIOR PLANTING. 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 75 mm high.

3.9.2.1 Irrigated Area

A satisfactory stand of grass plants from the seeding operation for an irrigated area shall be a minimum 200 grass plants per square meter. Bare spots shall be a maximum 150 mm square. The total bare spots shall be a maximum 2 percent of the total seeded area.

3.9.3 Maintenance During Establishment Period

Maintenance of the seeded 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.

3.9.3.1 Mowing

a. Irrigated Areas: Lawn areas shall be mowed to a minimum 75 mm height when the turf is a maximum 100 mm high. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

b. Non-irrigated Areas: Field areas shall be mowed twice during the season to a minimum 75 mm height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

3.9.3.2 Post-Fertilization

The fertilizer shall be applied as recommended by the soil test. A maximum 4 kilograms per hectare 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.

3.9.3.3 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
06/98

PART 1 GENERAL

1.1 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4972	(1995a) pH of Soils
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

Chemical Treatment Material.

Manufacturer's literature including physical characteristics, application and installation instructions for equipment and chemical treatment material.

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.

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-06 Test Reports

Equipment Calibration.

Certification of calibration tests conducted on the equipment used in the sodding operation.

Soil 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

Sod; G, AE.
Topsoil; G, AE.
Fertilizer; G, AE.
Organic Material.
Soil Conditioner.
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. 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. Organic Material: Composition and source.

d. Soil Conditioner: Composition and source.

e. Pesticide. EPA registration number and registered uses.

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. A soil test shall be provided for topsoil delivered to the site.

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 40 mm 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 Fescue Sod

Botanical Name	Common Name	Mixture Percent
Festuca arundinaces	Tall Fescue	93%
Poa pratensis	Kentucky Blue Grass	7%

Use only duarf, narrow-leaf varities.

2.1.3 Bluegrass Sod

Grass species shall be proportioned as follows:

Botanical Name	Common Name	Mixture Percent
Poa pratensis	Kentucky Blue Grass	100%

2.1.4 Quality

Sod shall be relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 25 mm 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 2 percent of the sod section.

2.1.5 Thickness

Sod shall be machine cut to a minimum 35 mm thickness. Measurement for thickness shall exclude top growth and thatch.

2.1.6 Anchors

Sod anchors shall be as recommended by the sod supplier.

2.1.7 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.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 40 mm diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of organic material, and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.3.1 Organic Material

Organic material shall consist of compost or wood humus. Provide decomposed material that is free of Coudidal residue; elastic and homogeneous; free of trash or debris; with pH between 5 and 7.2; minimum 60-percent organic matter by weight; moisture content not exceeding 15-percent; water absorption capacity or not less than 300-percent by weight on an over-dry basis; salt content less than 2 mmho/cm.

2.4 WATER

Water shall be Government furnished from new buildings or as directed by the Contracting Officer. 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 Time

Sod shall be installed from April 1 to October 15 or as limited by watering restrictions, or otherwise approved by the Contracting Officer.

3.1.2 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.

3.1.3 Equipment Calibration

Immediately prior to the commencement of sodding 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. Provide calibration test results within one week of testing.

3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the sod species specified.

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 in accordance with Section 02300 EARTHWORK.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying Organic Material

Organic material shall be spread uniformly over the soil at a rate of 2.3 cubic meters per 93 square meters and thoroughly incorporated by tillage into the soil to a maximum 100 mm depth.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 100 mm deep. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 50 mm 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. 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 25 mm 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 16 mm 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 25 mm 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 600 mm 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 130 kilograms per meter 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. Comply with Peterson AFB watering restrictions. 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 25 mm. 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 TEMPORARY SEEDING

When directed during contract delays affecting the sodding operation or when a quick cover is required to prevent surface erosion, the areas designated shall be seeded with annual seed in accordance with Section 02921 SEEDING.

3.4.1 Soil Amendments, Tillage and Watering

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. The area shall be watered in accordance with paragraph Watering Sod as required.

3.4.2 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing sod.

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 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.

3.6 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest, weeds, or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program through Contracting Officer's Representative. Do not stere or mix pesticide at Peterson AFB, unless permitted by environmental flight. Obtain permits through Contracting Officer's Representative.

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.

3.7 RESTORATION AND CLEAN UP

3.7.1 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.

3.7.2 Repair of Grass Areas

Upon final inspection the Contractor shall repair damaged grass areas damaged due to the contract. The Contractor shall repair damaged grass areas by removing damaged sod, debris, and roto-tilling by adding new topsoil and new sod to drain/transition grade to be smooth and meet the

standards of the surrounding areas. The Contractor shall provide finish topsoil grades on the entire damaged area prior to sodding. The Contractor shall compact all ditches. Sod shall be fertilized, watered and rolled in three different directions immediately after laying. The Contractor shall protect new sod from damage for two weeks after completion.

3.7.3 Clean Up

Clean up shall be daily. Excess and waste material shall be removed from the sodded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned. Off site disposal shall occur when refuse containers or waste storage area are full, or sooner.

3.8 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 appropriate signage as required, or as directed.

3.9 SOD ESTABLISHMENT PERIOD

3.9.1 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 28 days after the last day of sodding operation, when sod is planted prior to August 1, or shall end June 1 of the following year, when sod is planted August 1 or later. Written calendar time period shall be furnished for the sod establishment period. The sod establishment period should be coordinated with Sections 02921 SEEDING, and 02930 EXTERIOR PLANTING. The sod 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. 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 50 mm square. Joints between sod pieces shall be tight and free from weeds and other undesirable growth.

3.9.3 Maintenance During Establishment Period

Maintenance of the sodded areas shall be in accordance with Section 02935 EXTERIOR PLANT MATERIAL MAINTENANCE.

3.9.3.1 Mowing

Mowing shal be in accordance with Section 02935 EXTERIOR PLANT MATERIAL MAINTENANCE.

3.9.3.2 Post-Fertilization

The fertilizer shall be applied in accordance with Section 02935 EXTERIOR PLANT MATERIAL MAINTENANCE.

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

Unsatisfactory stand of grass plants shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

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SECTION 02930A

EXTERIOR PLANTING
06/98

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 NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

ANLA ANSI/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 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R1996) 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

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

Filter Fabric.
Chemical Treatment Material.

Manufacturer's literature including physical characteristics, application and installation instructions for filter fabric and chemical treatment material.

Equipment.

A listing of equipment to be used for the planting operation.

Delivery.

Delivery schedule.

Plant Establishment Period.

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-06 Test Reports

Soil Test.
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.
Rock Mulch; G-AE.
Mycorrhizal Fungi Inoculum.
Pesticide.
Plant List.

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, 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. 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-04 Samples

Delivered Topsoil.

Samples taken from several locations at the source.

Soil Amendments.

A 4.5 kilogram sample.

Mulch.

A 5.0 kilogram sample.

Rock Mulch; G, AE.

A 4.5 kilogram sample.

SD-10 Operation and Maintenance Manuals

Maintenance Instructions; G, AE.

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 by a qualified Landscape Architect. Boulders shall be made available for inspection and selection by the Contracting Officer's Representative, prior to delivery to site.

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. A soil test shall be provided for delivered 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 and tree selection and inspection process shall be accomplished by a qualified Landscape Architect at the nursery prior to delivery to the job site. 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. Bare-root plant material 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 40 mm 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 7 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 14 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 ANSI/ANLA Z60.1 and shall be the species specified.

2.1.2 Substitutions

Substitutions will not be permitted without written request and approval from the Contracting Officer.

2.1.3 Quality

Well shaped, well grown, vigorous plant material having healthy and well branched root systems in accordance with ANLA ANSI/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.

2.1.4 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.

2.1.5 Method of Shipment to Maintain Health of Root System

2.1.5.1 Balled and Burlapped (BB) Plant Material

Ball size and ratio shall be in accordance with ANLA ANSI/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.

2.1.5.2 Container-Grown (C) Plant Material

Container size shall be in accordance with ANLA ANSI/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.

2.1.6 Growth of Trunk and Crown

2.1.6.1 Deciduous Trees

A height to caliper relationship shall be provided in accordance with ANLA ANSI/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 150 mm from ground level.

2.1.6.2 Deciduous Shrubs

Deciduous shrubs shall have the height and number of primary stems recommended by ANLA ANSI/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.

2.1.6.3 Coniferous Evergreen Plant Material

Coniferous Evergreen plant material shall have the height-to-spread ratio recommended by ANLA ANSI/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.

2.1.6.4 Broadleaf Evergreen Plant Material

Broadleaf evergreen plant material shall have the height-to-spread ratio recommended by ANLA ANSI/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.

2.1.6.5 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 ANSI/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.

2.1.7 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.

2.1.8 Plant Material Measurement

Plant material measurements shall be in accordance with ANLA ANSI/ANLA Z60.1.

2.2 TOPSOIL

Topsoil shall be grade A pulverized as defined in ASTM D 5268. Topsoil shall be delivered and amended as recommended by the soil test for the plant material specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 40 mm diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of organic material and soil conditioners meeting the following requirements. Vermiculite is not recommended.

2.3.1 Organic Material

Organic material shall be compost or wood humus that is free from colloidal residue; elastic and homogeneous; free of trash or debris; with pH between 5 and 7.2; minimum 60-percent organic content by weight; moisture content not exceeding 15-percent; water absorption capacity or not less than 300-percent by weight on an oven-dry basis; salt content less than 2 mmho/cm.

2.3.1.1 Planting Soil Mix

Conform to recommendation of soil report. As basis for bid, one-part organic material per 4 parts topsoil.

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 permissable to be used as a mulch.

2.4.1 Wood Mulch

Wood mulch materials shall be native to the project site and consist of shredded red cedar bark.

2.4.1.1 Shredded Cedar Wood Mulch

Locally shredded material shall be treated to retard the growth of mold and fungi. Shredded wood mulch shall range in size from 25 mm to 75 mm.

2.4.1.2 Decorative Rock Mulch

25 to 51 mm crushed red dolomite, washed, and double-screened.

2.5 BOULDERS

Allow Contracting Officer's Representative to select boulders from available stock. Provide angular, weathered granite or dolomite, red to gray color, rocks of approximate sizes indicated, typical of geology found within 50-mile radius of site. All boulders provided for site shall have similar composition and color. Visible surfaces of boulders shall be free of un-weathered scrapes and gouges. Each boulder shall have an irregular shape, that has planes, mounds, and depressions and at least 25-percent of each rock's surface area shall be a minimum of 200 mm inside or outside of an imaginary rectangular shape of the dimensions indicated. Slope on front of boulders facing traffic shall be more than 30-degrees above horizontal. Provide boulders with minimum 10-percent lichen coverage on visible surfaces. Provide the following average sizes. Boulder sizes may vary by plus 500 mm or minus 200 mm from sizes listed.

Type A:	Height	1,000 mm
	Width	1,300 mm
	Length	1,670 mm
Type B:	Height	1,000 mm
	Width	600 mm
	Length	1,400 mm
Type C:	Height	820 mm
	Width	2,000 mm
	Length	1,500 mm
Type D:	Height	1,200 mm
	Width	900 mm
	Length	2,250 mm

2.6 METAL STAKING AND GUYING MATERIAL

Metal shall be steel consisting of recycled content made for holding plant material in place.

2.6.1 Bracing Stakes

Metal bracing stakes shall be as shown on drawings. Stake shall be set without damaging rootball.

2.6.2 Guying Material

Metal guying material shall be as shown on drawings. Multi-strand cable shall be woven wire. Guying material tensile strength shall conform to the size of tree to be held firmly in place.

2.6.3 Turnbuckle

Metal turnbuckles shall be galvanized or cadmium-plated steel, and shall be a minimum 75 mm 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

2.7.1 Chafing Guard

Nylon 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 FLAG

Plastic flag material shall be used on guying material. It shall be a minimum 150 mm 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.

2.9 Edging Material

Metal edging shall be 102 mm deep and 3.2 mm thick at locations shown on the drawings. Metal edging shall be steel with slots provided for stakes and shall be supplied in at least 4800 mm lengths. Metal edging shall be green in color, treated with rust preventative, and be factory finished.

2.9.1 Anchors

Edging material anchors shall be of a similar material as metal edging and be .4 to .5 meters long and tapered, located not more than 1 meter o.c.

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

Water shall be Government furnished from new buildings or as directed by the Contracting Officer. 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 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.

3.1.2 Tests

3.1.2.1 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 25 mm per 3 hours; when a negative percolation test occurs, a shop drawing shall be submitted indicating the corrective measures.

3.1.2.2 Soil Test

Delivered topsoil and excavated plant pit soil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection onsite shall be random over the entire site. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the plant material specified.

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 in accordance with Section 02300 EARTHWORK, 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 and approved by landscape architect 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 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 sprayed with an herbicide such as Round-up or an approved equal, and applied according to manufacturers instructions. Dead turf shall then be removed prior to planting.

3.3.3 Plant Pits

Plant pits for ball and burlapped or container plant material shall be dug as indicated on drawings.

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 top of the plant's root ball shall be set 50-75 mm above surrounding finish grade - as indicated on the Drawings.

3.4.2 Backfill Soil Mixture

The backfill soil mixture shall be Planting Soil Mix.

3.4.3 Adding Mycorrhizal Fungi Inoculum

Mycorrhizal fungi inoculum shall be added as recommended by the manufacturer for the plant material specified.

3.4.4 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.

3.4.4.1 Balled and Burlapped, Plant Material

Biodegradable burlap and tying material shall be carefully opened, folded back and removed a minimum 1/3 depth from the top of the root ball. Backfill mixture shall be added to the plant pit in 150 mm layers with each layer tamped.

3.4.4.2 Container-Grown Plant Material

The plant material shall be carefully removed from containers that are not biodegradable. 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 150 mm layers with each layer tamped.

3.4.5 Plant Bed

Rotted cattle manure shall be tilled into the top 152 mm of the planting beds at a rate of 2.3 cubic meters per 93 sq. meters. 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.

3.4.6 Watering

Plant pits and plant beds shall be watered immediately after backfilling, until completely saturated.

3.4.7 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.

3.4.7.1 Two Bracing Stakes

Trees over 1800 mm 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 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.

3.4.9 Edging Material

Edging material shall be installed according to manufacturer's instructions and in locations as shown on drawings.

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 102 mm 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 Placing Rock Mulch

Place rock mulch in indicated areas and tamp in place to 102 mm uniform thickness.

3.5.4 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 PLACING BOULDERS

Place boulders at locations indicated on drawings. When setting boulders, obtain preferences of Contracting Officer's Representative for placement. Set 20- to 30-percent of boulder height into ground. Place boulders by mechanical sling; dumping or dozing boulders into place is not permissible. Backfill and compact soil against edges of boulders. Clean mud and visible dirt off of boulders.

3.7 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.

3.8 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.

3.8.1 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.

3.8.2 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.

3.9 RESTORATION AND CLEAN UP

3.9.1 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.

3.9.2 Repair of Existing Planting Beds

Upon the final inspection the Contractor shall repair damaged plant beds damaged due to the contract. Plant beds containing washed masonry sand, red cedar wood mulch, topsoil or peat moss shall be repaired and smooth with adjacent surfaces and maintained at a 3 1/2 inch minimum, 4 inch maximum thickness of red cedar wood mulch (washed masonry sand 14 inches). All replacement material shall be the same as the existing material at the beginning of the contract. The Contractor shall properly install steel edging around all new plant beds.

3.9.3 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

3.10 PLANT ESTABLISHMENT PERIOD

3.10.1 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 the remaining contract time period, 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 02921 SEEDING; and 02922 SODDING; and 02935 EXTERIOR PLANT MATERIAL MAINTENANCE. The plant establishment period shall be modified for inclement weather shut down periods, or for separate completion dates for areas.

3.10.2 Maintenance During Establishment Period

Maintain plant material in accordance with Section 02935 EXTERIOR PLANT MATERIAL MAINTENANCE. 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.

3.10.2.1 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 25 mm 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.

3.10.2.2 Weeding

Grass and weeds in the installed areas shall not be allowed to reach a

maximum 75 mm height before being completely removed, including the root system.

3.10.2.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.10.2.4 Fertilization

The plant material shall fertilized in accordance with Section 02935 EXTERIOR PLANT MATERIAL MAINTENANCE.

3.10.2.5 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.

3.10.3 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 2 mm 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.

3.10.4 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.

3.10.5 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 --

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SECTION 02935

EXTERIOR PLANT MATERIAL MAINTENANCE
01/02

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 NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A300	(1995) Tree Care Operations - Trees, Shrubs and Other Woody Plant Maintenance

1.2 SUBMITTALS

Government approval is required for submittals with a "G-DO" 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

Chemical Treatment Material.

Manufacturer's literature including physical characteristics, application and installation instructions for chemical treatment material.

Maintenance Plant Drawing; G, AO.

Illustrate areas to be maintained by Contractor versus areas to be maintained by Government.

Work Plan and Schedule.
Delivery Schedule.

Contractor's work plan and schedules.

Maintenance Record.

Contractor's record of each site visit, including diagnosis for unsatisfactory areas.

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-07 Certificates

Fertilizer.

Chemical analysis and composition percent.

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. Fertilizer. Chemical analysis and composition percent.

b. Mulch: Composition and source.

c. Pesticide. EPA registration number and registered uses.

1.3 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.3.1 Delivery Schedule

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.3.2 Delivery of 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.

1.3.3 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 seeding operation materials.

1.3.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4 GENERAL

Maintain maintenance plan drawing at project site. Maintain irrigation system, turf and plant materials specified and indicated including existing plantings within limits of construction until project acceptance.

PART 2 PRODUCTS

2.1 SOIL AMENDMENTS

Soil amendments shall consist of fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.1.1 Fertilizer

Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, dust free and non-segregating and consist of the following formulation:

18 percent nitrogen, 3 percent phosphorous, 3 percent potassium, 4 percent iron, and 12 percent sulfur. The nitrogen shall consist of half ammoniacal nitrogen and half water soluble nitrogen. Phosphate shall be in the form of P2O5. Potassium shall be potash, K2O. Micronutriens shall be derived from ferrous sulfate monohydrate, ammonium sulfate, ammonium phosphate and sulphuric acid.

2.2 WATER

Water will be furnished by the Government at irrigation system point of connection.

2.3 PESTICIDE

Pesticide shall be an 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.

2.4 HERBICIDE

Herbicide shall be EPA registered and approved; furnished for preemergence and postemergence application for broad leaf weed control and complying with Federal Insecticide, Fungicide, and Rodenticide Act (Title 7 U.S.C. Section 136) for requirements on Contractor's licensing, certification, and record keeping. Contractor shall keep records of all pesticide applications and forward data monthly to Contracting Officer. Record keeping format shall be submitted to Contracting Officer for approval.

PART 3 EXECUTION

3.1 SITE PREPARATION

3.2 WATERING

Water to supplement rainfall shall be applied at a rate sufficient to ensure plant growth. Run-off and puddling shall be prevented. Adjust irrigation system specified in Section 02810 to water turf and plant materials. Watering of other adjacent areas shall be prevented.

3.3 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest, weeds, or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program through Contracting Officer's Representative. Do not store or mix pesticide at Peterson AFB, unless permitted by Environmental Flight. Obtain permits through Contracting Officer's Representative.

3.3.1 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.

3.3.2 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 to prevent 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.

3.4 GENERAL MAINTENANCE REQUIREMENTS

3.4.1 Fertilization

Fertilizer shall be applied as follows:

a. Irrigated Turf: 566 gm N per 100 sm in April, May, June, and August.

b. Planting Beds: 340 gm N per 100 sm in April.

3.4.2 Pesticide Treatment

Pesticide treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.4.3 Irrigation Maintenance

The Contractor shall service and repair controller, valves, couplers, sprinklers, sprinkler heads, piping; and shall be responsible for winterization and startup. Sprinkler heads shall direct water away from paved areas and building. The plant material shall be watered as necessary to prevent desiccation and to maintain an adequate supply of moisture within the root zone; the amount of water required shall be the equivalent of 25 mm absorbed water per week. Amount of irrigation watering shall take amounts of rain into account.

3.4.4 Maintenance Record

A record of each site visit shall be furnished, describing:

a. Maintenance work performed.

b. Areas repaired or reinstalled.

c. Diagnosis for unsatisfactory stand of grass.

d. Diagnosis for unsatisfactory stand of plant material in planting bed.

e. Condition of trees.

f. Condition of shrubs.

g. Quantity and diagnosis of plant loss.

h. Irrigation of system.

3.5 GRASS PLANT QUALITY

Grass plants shall be evaluated for species and health when the grass plants are a minimum 25 mm high. The living grass area shall be maintained to be uniform in color and leaf texture; and free from weeds and other undesirable growth. The living grass area shall be relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 25 mm 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 2 percent of the total area.

3.5.1 Irrigated Turf Area

A satisfactory stand of grass plants for a irrigated turf area shall be a minimum 200 grass plants per square meter. Bare spots shall be a maximum 150 mm square. The total bare spots shall be a maximum 2 percent of the total area.

3.6 TURF MAINTENANCE

3.6.1 Mowing

Mow grass to prevent scalping, uneven mowing, or rutting, without damaging trees, shrubs, or plants. Do not mow through standing water, frost, or other conditions detrimental to turf.

Turf areas shall be mowed throughout the growing season to meet the requirements of paragraph GRASS PLANT QUALITY. Cutting height shall be adjusted according to type of grass. Frequency of mowing shall be adjusted so that no more than 1/4 of leaf length is removed during a cutting. Grass shall not exceed 100 mm height, nor mowed to less than 63 mm height.

3.6.1.1 Irrigated Turf Areas

Irrigated turf areas shall be mowed to a minimum 60 mm height when the turf is a maximum 100 mm high. Remove clippings when the amount cut prevents sunlight from reaching the ground surface.

3.6.1.2 Field Areas

Non-irrigated areas shall be mowed four times during the season to a minimum 100 mm height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

3.6.2 Turf Trimming

Turf adjoining paved areas, planting beds and trees shall be kept neatly trimmed at all times, essentially after each mowing. String trimmers at trees and shrubs will be prohibited.

3.6.3 Herbicide Weed Control

Two or more applications of a pre-emergent herbicide and of a post-emergent herbicide shall be performed to meet the requirements of paragraph GRASS PLANT QUALITY.

3.7 PLANTING BEDS MAINTENANCE

3.7.1 Irrigation of Planting Beds

Run-off, puddling and wilting, watering of other adjacent areas or existing plant material shall be prevented.

3.7.2 Weed Control

Grass and weeds in planting beds shall be completely removed before reaching 75 mm in height.

3.8 PLANT MATERIAL QUALITY

3.8.1 General Requirements

Plant material shall be identified as native to the region of the site or as a specimen. Plant material shall be maintained as well shaped, well grown, vigorous plant material having healthy root systems. The plant material shall be maintained as 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. Plant quality is determined by the growing conditions; climate and microclimate of the site for maintaining a healthy root system; and growth of the trunk and crown as follows.

3.8.2 Growth of Trunk and Crown

3.8.2.1 Deciduous Trees

Deciduous tree height to caliper relationship shall be maintained. Height of branching shall bear a relationship to the size and species of the tree 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: To be considered a stem, there shall be no division of the trunk which branches more than 150 mm from ground level.

c. Specimen: The tree 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 indicated.

3.8.2.2 Deciduous Shrubs

Deciduous shrub height to number of primary stems shall be maintained. Shrubs shall be maintained as well shaped, with sufficient well-spaced side branches, and recognized by the trade as typical for the species grown in the region of the site.

3.8.2.3 Coniferous Evergreen Plant Material

Coniferous evergreen plant material height-to-spread ratio shall be maintained. The coniferous evergreen trees shall not be "poled" or the leader removed. The plant material shall be maintained to be well shaped and trimmed to form a symmetrical and tightly knit plant. The form of growth desired shall be indicated. Upon the final inspection the Contractor shall prune all conifer trees. The Contractor shall tip-prune all Spruce Conifer trees, just above a lateral bud, to encourage density and asure a natural shape, Pruning shall insure that all conifer trees have, a vertical single-stem, dead, dying or broken branches shall be removed to have uniformity according to industry specifications, The Contractor shall not remove live limbs and part of limbs at a height of 6 inches or more from the ground.

3.8.2.4 Broadleaf Evergreen Plant Material

Broadleaf evergreen plant material height-to-spread ratio shall be maintained. The plant material shall be shaped to be recognized by the trade as typical for the variety grown in the region of the site.

3.8.2.5 Ground Cover and Vine Plant Material

Ground cover and vine plant material shall be maintained to have a heavy, well developed, and balanced crown with vigorous, well developed root system.

3.9 SHRUB AND HEDGE MAINTENANCE

3.9.1 Trimming and Pruning

Trimming shall be performed to ensure the following:

a. Safety.

b. Quality (size, height, and shape).

c. Health (removing broken, diseased branches).

d. Rejuvenation (removing one third to one half of the older stems or branches).

e. Visibility (signs, building entrances, motorist line of sight).

Shrubs shall be pruned to the requirements of paragraph PLANT MATERIAL QUALITY. Pruning shall be accomplished by trained and experienced personnel in accordance with ANSI A300. The typical growth habit of individual plant material or the theme shape of the hedge shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. Upon the final inspection the Contractor shall prune all shrubs as required to maintain their natural growth characteristics, remove dead or dying branches/plant material as commercially specified for each species. Minimum clearances from buildings, utilities, sidewalks, curbs, visual obstructions and other obstruction shall be six inches.

3.9.2 Irrigation of Shrubs and Hedges

Run-off, puddling and wilting shall be prevented.

3.9.3 Shrub and tree Fertilization Program

Upon final inspection the Contractor shall fertilize trees, shrubs, using 3/4 pound of nitrogen per 1,000 sq ft., in plant/rock beds and semi-improved grounds around each tree from the dripline to 10 feet beyond the dripline. The Contractor shall water trees for 15 minutes immediately after fertilizing to prevent burning.

3.10 TREE MAINTENANCE

3.10.1 Trimming and Pruning of Trees

Trimming shall be performed to ensure the following:

a. Safety.

b. Quality (size, height).

c. Health (removing broken, diseased wood branches).

d. Rejuvenation (removing one third to one half of the older stems or branches).

e. Visibility (signs, building entrances, motorist line of sight).

Trees shall be pruned to meet the requirements of paragraph PLANT MATERIAL QUALITY. Pruning shall be accomplished by trained and experienced personnel in accordance with ANSI A300. 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". Deciduous trees: Upon the final inspection the Contractor shall prune all deciduous trees. The Contractor shall accomplish pruning in accordance with industry standards. The Contractor shall use Class I, fine pruning on all deciduous trees. The branches that conflict with normal traffic or safety in the vicinity of the trees, Minimum safety clearance is 14 feet over streets 12 feet over driveways 8 feet over walk areas, a 4 feet away from buildings and other obstructions. Topping and dehorning shall not be permitted. The Contractor shall prune water sprouts and suckers and suckers from the limbs, stem and base of all deciduous trees as required. Water sprouts and/or suckers shall not exceed 3 inches in length.

3.10.2 Irrigation of Trees

Run-off, puddling and wilting shall be prevented.

3.10.3 Tree Fertilization Program

A regular program of fertilization shall be established to include a fall feeding to meet the requirements of paragraph PLANT MATERIAL QUALITY. Use industry standards for foliage and root fertilizing the plant material inventoried.

3.10.4 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 2 mm 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.

3.11 RESTORATION AND CLEAN UP

3.11.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the maintenance operations shall be restored to original condition at Contractor's expense. Repair ruts in turf by filling, or regrading and sodding, or seeding to match grass type. Replace trees, shrubs, or plants that become damaged by maintenance operation by lids size and type.

3.11.2 Clean Up

Excess and waste material shall be removed from the maintenance areas and dispose off site. Adjacent paved areas shall be cleaned as determined by the Contracting Officer.

3.12 CLEANING OF PAVED AREAS

Grass, weeds, leaves, and debris from mowing, clipping, and pruning shall be removed immediately. Excess and waste material shall be removed from paved areas and disposed off site. Debris, leaves shall be removed weekly.

3.13 DISPOSAL

Disposal of cut grass, tree trimmings, and trash legally off-site. do not allow grass clippings to accumulate on curbs, pavement, sidewalks, or drainage inlets.

3.14 MAINTENANCE RECORD

A record of each site visit shall be furnished which describes the maintenance work performed; areas repaired or re-installed; and diagnosis for unsatisfactory performance of grass or plant materials.

-- End of Section --

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