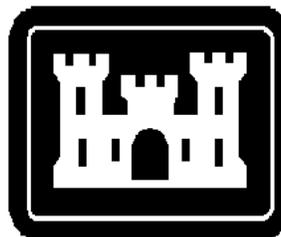


MAJOR MAINTENANCE
MISSISSIPPI RIVER
LOCK AND DAM NO. 6
TREMPEALEAU, WISCONSIN

**SPECIFICATIONS
FOR**

**LOCK AND DAM 6
FIXED CREST SPILLWAY
REHABILITATION**

JANUARY 2003



**US Army Corps
of Engineers**
St. Paul District

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MAJOR MAINTENANCE
MISSISSIPPI RIVER
LOCK AND DAM NO. 6
TREMPEALEAU, WISCONSIN

LOCK AND DAM 6
FIXED CREST SPILLWAY
REHABILITATION

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ATTACHED UNDER SEPARATE COVER

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW37-03-B-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Jan-2003	PAGE OF PAGES 1 OF 149
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81G67-2329-1140	6. PROJECT NO.
-----------------	---	----------------

7. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638 TEL: FAX: 651-290-5706	CODE DACW37	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:
---	----------------	--

9. FOR INFORMATION CALL:	A. NAME KEVIN P HENRICKS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 651-290-5415
--------------------------	-----------------------------	---

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):

LOCK AND DAM 6, FIXED CREST SPILLWAY REHABILITATION, TREMPEALEAU, WISCONSIN. Work generally consists of , but is not limited to, providing all plant, labor, equipment, and materials necessary to complete the rehabilitation of the spillway at Lock and Dam 6. Work involves providing erosion protection above and below the water line; repairing approximately 900 square meters of deteriorated concrete spillway surfaces. This work will require dewatering of the upstream face of the concrete spillway; removal and replacement of all the concrete baffle blocks; construct monolith joints; raise the existing concrete spillway abutment walls; investigate and fill voids beneath the concrete spillway by drilling holes through the concrete, determining the extent of voids, and filling the voids with sand and grout. THIS PROCUREMENT IS ISSUED UNRESTRICTED UNDER THE SMALL BUSINESS COMPETITIVE DEMONSTRATION PROGRAM (PUBLIC LAW 100-656). NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE IS 237990; SMALL BUSINESS SIZE STANDARD IS \$28.5 MILLION AVERAGE ANNUAL GROSS REVENUE OF THE CONCERN TAKEN FOR THE LAST THREE FISCAL YEARS. The estimated magnitude of construction in terms of physical characteristics and estimated price is between \$1 million and \$5 million.

11. The Contractor shall begin performance within 10 calendar days and complete it within 536 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Section 0800 _____.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 13 Feb 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.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
CODE		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
FACILITY CODE		

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

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

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 <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
---	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
--	-------------	--

26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
---------------------	------	------------------------------	------

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award 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 <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

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Section 00010 - Solicitation Contract Form

BIDDING SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Dewatering	1	Lump Sum	_____.	_____.
0002	Spillway Crest Repair - Concrete Removal	659	Square Meter	_____.	_____.
0003	Spillway Crest Repair - Reinforcements & Anchors	659	Square Meter	_____.	_____.
0004	Spillway Crest Repair - Concrete				
0004AA	First 79 Cubic Meters	79	Cubic Meter	_____.	_____.
0004AB	Over 79 Cubic Meters	16	Cubic Meter	_____.	_____.
0005	Spillway Crest Repair - Sawcutting	611	Meter	_____.	_____.
0006	Spillway Crest Repair - Monolith Joints	56	Meter	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Spillway Crest Repair - Crack Sealing	1	Lump Sum		
0008	Aeration Notch Repair - Concrete Removal	9.80	Square Meter		
0009	Aeration Notch Repair - Reinforcements & Anchors	9.80	Square Meter		
0010	Aeration Notch Repair - Concrete				
0010AA	First 1.2 Cubic Meters	1.20	Cubic Meter		
0010AB	Over 1.2 Cubic Meters	.25	Cubic Meter		
0011	Aeration Notch Repair - Sawcutting	12	Meter		
0012	Spillway Random Repair -Concrete Removal				
0012AA	First 105 Square Meters	105	Square Meter		
0012AB	Over 105 Square Meters	53	Square Meter		

ITEM NO SUPPLIES/SERVICES
0013 Spillway Random Repairs – Reinforcements & Anchors

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA		105	Square Meter		
	First 105 Square Meters			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AB		53	Square Meter		
	Over 105 Square Meters			_____.	_____.

ITEM NO SUPPLIES/SERVICES
0014 Spillway Random Repair - Concrete

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA		12.60	Cubic Meter		
	First 12.6 Cubic Meters			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AB		13.70	Cubic Meter		
	Over 12.6 Cubic Meters			_____.	_____.

ITEM NO SUPPLIES/SERVICES
0015 Spillway Random Repair - Sawcutting

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AA		945	Meter		
	First 945 Meters			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AB		473	Meter		
	Over 945 Meters			_____.	_____.

ITEM NO SUPPLIES/SERVICES
0016 Spillway Random Repair - Monolith Joints

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AA		48	Meter		
	First 48 Meters			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AB	Over 48 Meters	24	Meter		
0017	Ledge Repair - Concrete Removal				
0017AA	First 68 Square Meters	68	Square Meter		
0017AB	Over 68 Square Meters	21	Square Meter		
0018	Ledge Repair - Reinforcement and Anchors				
0018AA	First 68 Square Meters	68	Square Meter		
0018AB	Over 68 Square Meters	21	Square Meter		
0019	Ledge Repair - Concrete				
0019AA	First 5.5 Cubic Meters	5.50	Cubic Meter		
0019AB	Over 5.5 Cubic Meters	6.80	Cubic Meter		
0020	Ledge Repair - Sawcutting				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	First 150 Meters	150	Meter		
0020AB	Over 150 Meters	45	Meter		
0021	Ledge Repair - Monolith Joints				
0021AA	First 15 Meters	15	Meter		
0021AB	Over 15 Meters	5	Meter		
0022	Baffle Block Replacement	250	Each		
0023	Abutment Monolith Joint Repair	1	Lump Sum		
0024	Abutment Raise	2	Each		
0025	Foundation Investigation - Probe Holes				
0025AA	First 22 Meters	22	Meter		
0025AB	Over 22 Meters	10	Meter		
0026	Foundation Investigation - Sand Fill				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AA	First 1,125 45kg Bags	1,125	Each		
0026AB	Over 1,125 45kg Bags	500	Each		
0027	Riprap, Type A	1,350	Metric Ton		
0028	Riprap, Type B	9,960	Metric Ton		
0029	Bedding	660	Metric Ton		
0030	Sidewalk	1	Lump Sum		
0031	MNDOT Class 1 Aggregate	15	Metric Ton		
0032	Bonds Including Bid, Payment, and Performance	1	Lump Sum		
TOTAL FOR CLINS 0001 THROUGH 0032					

BID SCHEDULE NOTES

1. EFFECTIVE MAY 31, 1998, ALL CONTRACTORS MUST REGISTER WITH THE DEFENSE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ORDER TO RECEIVE ANY CONTRACT AWARD. (Other than those made via the Government credit card program). Contractors may register on line at <http://www.ccr.gov>
2. FACSIMILE OF BIDS/PROPOSALS AND FACSIMILE OF MODIFICATIONS THERETO, WILL NOT BE ACCEPTED.
3. All Quantities are estimated except where unit is given as "EA" (EACH) or "LS" (LUMP SUM).
4. NOTICE TO LARGE BUSINESS: The U.S. Army Corps of Engineers, St. Paul District, is committed to the participation of Small Business, Small Disadvantaged Business and Women-Owned Small Business in the performance of work under this solicitation and resulting contract.

Your attention is directed to the solicitation clauses 52.219-8 entitled "Utilization of Small Business Concerns", 52.219-9 I entitled "Small Business Subcontracting Plan," and 252.219-7003 entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)".

If you are a large business and the apparent low bidder with a bid exceeding \$1,000,000.00, submission of a Subcontracting Plan in accordance with the above clauses will be required. The Contracting Officer will review the plan using the following goals to assure that it represents your best efforts to maximize subcontracting opportunities. Award will not be made until the Contracting Officer approves the Subcontracting Plan.

The following subcontracting goals are informational only and not legally binding but are considered reasonable and achievable during the resulting contract from this solicitation. The goals expressed in percent of total planned subcontracting dollars are:

Small Business	61.4%
Small Disadvantaged Business	9.1%
Women-Owned Small Business	5.0%
HUBZone Small Business	Maximum Percent (%) Practicable
Disabled Veteran-owned Small Business	3.0%
Subcontract Reporting (SF 294 & SF 295)	100.0%

5. The apparent low bidder will be requested to provide the following information as soon as possible after bid opening:
 - a. A Financial Statement, to include a balance sheet and income statement, and
 - b. A Bank Certification of Financial Capability (line of credit).

This information will be treated as confidential. The financial statements should be not over 60 days old. If over 60 days old, a certification should be attached stating that the financial condition of the firm is substantially the same or, if not the same, the changes that have taken place.

6. All extensions of the unit prices shown will be subject to verification by the Government. In case of a discrepancy between the unit price and the extension, the unit price will govern. For further information reference clause 52.214-5000 entitled "Arithmetic Discrepancies – EFARS" in Section 00800.
7. The original bid/proposal and any modifications must be complete as to all the items on the schedule. Award will be made to that bidder whose bid is most advantageous to the Government, based on price and the price related factors included in the solicitation.
8. Unbalanced Bids. The government may reject as non-responsive any bid that is materially unbalanced between contract line item numbers or sub-items on the bidding schedule. A bid is materially unbalanced when it is based on prices that are significantly less than cost for some work and significantly more than cost for other work. A materially unbalanced bid may be rejected if the Contracting Officer has a reasonable doubt as to whether the bid will result in the lowest overall cost to the government even though it may be the low evaluated bid. Additionally, a bid that is unbalanced so as to be tantamount to an advance payment will be rejected as non-responsive even if acceptance of the bid would result in the lowest overall cost to the government. Reference is made to paragraph (d) of clause 52.214-19, "Contract Award – Sealed Bidding – Construction."
9. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing in accordance with Section 00100, Contract Clause 52.214-6 entitled "Explanation To Prospective Bidders," not later than 10 days prior to bid opening. Questions can be faxed to (651) 290-5706, attention to F. Mitchell. Questions received after the deadline may or may not be answered prior to bid submittal.
10. Funding for this contract is contingent upon the conditions stated in Section 00800, Clause No. 52.232-5001, Continuing Contracts.
11. The addresses, phone numbers, and Internet address (if available) for references cited in these specifications are listed in the Unified Facilities Guide Specification (UFGS) 01420 USACE SOURCES FOR REFERENCE PUBLICATIONS. UFGS 01420 is available on the TECHINFO page of the Corps of Engineers Huntsville District Internet site at: www.hnd.usace.army.mil/techinfo.
12. Any forthcoming amendments will only be available on this website: www.myp.usace.army.mil. E-mail notifications will be sent upon issuance of any amendments to all registered firms. Given that e-mail message notifications may not be reliable, it is recommended that each registered firm check this web site periodically for updates. A paper hard copy of each amendment will not be mailed unless specifically requested in writing.
13. Bid Bonds
 - a. It is the responsibility of the bidder to include an acceptable bid guarantee with their bid. This bid note does not provide bidders with an all-inclusive checklist for submitting an acceptable bid bond – rather, it provides some "lessons learned" information as to the unacceptability of photocopied bid bonds.
 - b. This solicitation requires bidders to submit a bid guarantee along with their bids (see clause 52.228-1). One acceptable form of bid guarantee is a bid bond. For a bid to be responsive, the bid bond accompanying the bid must unequivocally bind the bonding company – if it does not, the bid must be rejected as non-responsive. Please note that a non-responsive bid may not be corrected after bid opening to make it responsive – it must be rejected. The Contracting Officer has the authority and responsibility to determine whether the bid bond and its accompanying documentation clearly show that the person(s) executing the bid bond on behalf of the surety have the authority to unequivocally bind the bonding company. In order for a bid bond to be acceptable, it must be accompanied by a valid power-of-attorney issued by the surety (the bonding company, not the insurance agency writing the bond).
 - c. Photocopied or faxed powers-of-attorney are not acceptable. In order for a power-of-attorney accompanying a bid bond to be acceptable, it must be: (i) an original power-of-attorney (containing original signatures and corporate seals), (ii) a copy of a power-of-attorney accompanied by an original certification

(original means original signature and original corporate seal) by the secretary (or other authorized officer) of the surety stating that the copied power-of-attorney is still in full force and effect as of the date of the certification and has not been revoked, or (iii) a power-of-attorney with facsimile (stamped, printed or mechanically signed) signatures and facsimile corporate seals that: (A) contains language stating that the surety will be bound by facsimile seals and signatures and (B) also contains an ORIGINAL corporate seal at the certification block. (An original seal is (I) a raised, crimped seal, or (II) a paper or foil corporate seal that is manually attached to the power-of-attorney.)

14. For purposes of the clause entitled “52.219-4 -- Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)”, the term “otherwise successful offer” means the lowest responsive bid from a responsible bidder prior to the application of any evaluation preference required by this clause.
15. The solicitation clause FAR 52.219-4 expressed that Small Disadvantaged Business (SDB) firms would receive both the HUBZone and SDB evaluation preference adjustments (See FAR clause 52.219-23). Guidance from the Office of the Under Secretary of Defense provides that DOD contracting activities, including the Department of the Army, shall suspend the use of price evaluation adjustments for SDB businesses in DOD Acquisitions, as prescribed in FAR subpart 19.11. Therefore the clause 52.219-23 is not contained in this solicitation and no SDB evaluation preference adjustment will be utilized.
16. The bidders' attention is directed to paragraph (b), Continuing Contracts (52.232-5001). The specified amount has been reserved by the Government for this contract for fiscal year 2003 ending September 30, 2003. Congress has not yet provided the Corps with its full fiscal year 2003 appropriations and the Corps does not know when (or if) additional funding will become available for fiscal year 2003. The Corps has budgeted \$1,000,000 to be available for this contract for fiscal year 2003 and expects that the funds will become available sometime during the fiscal year. However, the Government's funding obligations under this contract are as stated in the Continuing Contracts clause. If additional funding information relating to this solicitation becomes available prior to bid opening, the Corps will endeavor to provide that information by an amendment to this solicitation.

DESCRIPTION OF WORK

Mississippi River
Lock and Dam No. 6
Fixed Crest Spillway Rehabilitation

Work generally consists of, but is not limited to, providing all plant, labor, equipment and materials necessary to:

Provide erosion protection above and below the water line, consisting of excavation, placement of bedding and riprap around the concrete spillway abutment walls and on approximately 370-meters of Corps of Engineers earth embankment;

Repair approximately 900 square meters of deteriorated concrete spillway surfaces, consisting of concrete saw cutting, concrete removal, installation of concrete anchor bolts and rebars, and placement of concrete. This work will require dewatering of the upstream face of the concrete spillway;

Remove and replace all of the concrete baffle blocks;

Construct monolith joints consisting of preformed joint filler and sealant;

Raise the existing concrete spillway abutment walls by the placement of cast-in-place concrete anchored to the existing concrete with rebars grouted in drilled holes;

Investigate and fill voids beneath the concrete spillway by drilling holes through the concrete, determining the extent of voids, and filling the voids with sand and grout.

The estimated magnitude of construction in terms of physical characteristics and estimated price is \$1-\$5 million.

Section 00100 - Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(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.

(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)

52.209-4001 BIDDER'S QUALIFICATIONS (APR 1984) FAR 9.105-1

Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 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.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 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.

(End of provision)

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.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 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.

(End of provision)

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)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 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.

(End of provision)

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 or 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, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

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

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

(End of provision)

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

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

(End of provision)

52.214-4001 INQUIRIES - BID INFORMATION**(a) Inquiries:**

Any questions regarding this solicitation should be directed to Kevin Henricks, Contract Specialist, at telephone number (651) 290-5415 (collect calls not accepted). It is requested that all technical questions on the plans and specifications be submitted to the Contract Specialist by facsimile transmission to (651) 290-5706.

The Planholder's List and bid results can be found on the St. Paul District web site at <http://www.mvp.usace.army.mil> (click on "Contracting/Bidders Info", then "Electronic Bid Solicitations").

(b) Bid Depository/Bid Opening Information:

Bids must be deposited prior to the date and time set for opening of bids. The bid depository is located in the Contracting Division, 6th Floor, of the St. Paul District, Corps of Engineers Centre, 190 Fifth Street East, St. Paul, Minnesota 55101-1638. A public bid opening will be held at the same location.

52.214-4002 ALL OR NONE QUALIFICATIONS (APR 1984) FAR 14.404-5

A bidder/offeror must quote on all items in this solicitation to be eligible for award. The Government will award on a "All or None" basis. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(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)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 190 5th Street East, St. Paul, MN 55101.

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Terry Jessesky

Address: USACE – Lock and Dam 6, W24005 Lock and Dam Road Trempealeau, WI 54661-0406

Telephone: 608-534-6774

(End of provision)

52.236-4002 WORK PERFORMED BY THE CONTRACTOR

The successful bidder must furnish the Contracting Officer within 10 days after the award, the items of work which he will perform with his own forces, the percentage of the total work this represents, and the estimated cost thereof.

52.236-4005 UNAVAILABILITY OF UTILITY SERVICES

The responsibility shall be upon the Contractor to provide and maintain at its expense, adequate utilities for its use for construction and domestic consumption, and to install and maintain necessary connections and lines for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Federal Acquisition Regulation](#) (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was

placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28.5 million.

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

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

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

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

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

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

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

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

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

(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; or

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(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 area 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.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

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

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

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

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

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

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

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

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Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

- (a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.
- (b) Commercial component means any component that is a commercial item.
- (c) 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).
- (d) 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.
- (e) 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.
- (f) "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.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (End of clause)

52.202-4001 DEFINITIONS (MAY 1995) EFARS Part 2.101

"Chief of Contracting Office" means the Chief of the Contracting Division at a District, or the Director of Contracting at a Division, Center, Laboratory, or other support activity.

"Command" means each USACE Division, each USACE District, The U.S. Army Engineering and Support Center (HNC), Transatlantic Programs Center (TAC), Transatlantic Programs Center (Europe) (TAE), Topographic Engineer Center (TEC), Cold Regions Research and Engineering Laboratory (CRREL), Construction Engineering Research Laboratory (CERL), Humphreys Engineering Center Support Activity (HECSA), and Waterways experiment Station (WES).

"Commander" means the commanding officer of each USACE district and each USACE division, and the director or commander of HNC, TAC, TAE, ETL, CRREL, CERL, HECSA and WES.

"Head of Contracting Activity (HCA)" for USACE means the Chief of Engineers.

Centers. For determining contracting authority levels for this regulation, Centers (HNC, and TAC) will equate to a Division. As a subordinate unit to TAC, TAE's contracting authority will therefore equate to that of a district.

Level higher than the contracting officer. When a District or TAE chief of contracting is the contracting officer, a "level higher than the contracting officer" means the Division or Center Director of Contracting. When an operating Division, Center or Laboratory Director/Chief of Contracting is the contracting officer a "level higher than the contracting officer" means the PARC.

Local Cooperation Agreements (LCAs). See Project Cooperation Agreements.

Project Cooperation Agreements. Formerly referred to as Local Cooperation Agreements, these are agreements under 31 U.S.C. 6305 and 42 U.S.C. 1962d-5b. They are not contracts as defined by the FAR.

"USACE and HQUSACE" means the United States Army Corps of Engineers and its headquarters, respectively.

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

- (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
 - (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

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

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

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

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

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

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

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

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -
ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 16 September 2004. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 13 March 2003. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$440.00 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.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that

the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 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.

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 type and 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 been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the 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 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.

(End of clause)

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 the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(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) above.

(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) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) 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; or

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

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) 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 or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

**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) 48 CFR 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 modifications 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.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation 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)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (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.

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)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE I (OCT 2001).

(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-owner 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, 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, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership

characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

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

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

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

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether HUBZone small business concerns were solicited and, if not, why not;
- (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (E) Whether women-owned small business concerns were solicited and, if not, why not; and
- (F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

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

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

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

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

- (1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

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

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

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the

clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

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

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

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

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

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

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

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

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or

trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

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

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

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)**

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

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

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

(d) Payrolls and basic records.

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

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

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

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

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

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

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

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

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

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the

amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

(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.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and

weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

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

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

(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.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees,

that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of clause)

52.222-23 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
0.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Winona County in the state of Minnesota**.

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

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

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities

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

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

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

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

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

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

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

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

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

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

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

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

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

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of

applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State

agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
- (End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved

for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(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 under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

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

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

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

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

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

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

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

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

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(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, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) 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: "none".

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

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

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

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

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

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

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

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

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

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

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

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

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

- (i) The estimated cost of a cost-type contract.
 - (ii) The target cost of a cost-plus-incentive-fee prime contract.
 - (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
 - (iv) The price of a firm-fixed-price prime contract.
- (3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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

(End of clause)

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

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

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

(f) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be **twenty** percent (20%) of the bid price or **\$3 million**, whichever is less.-

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

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of

Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another

acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.228-4022 *REQUIREMENT FOR BID GUARANTEE (FAR 28.101-2)*

Each bidder shall submit with its bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government or other security as provided in the clause BID GUARANTEE in the form of twenty percent (20%) of the bid price or \$3,000,000 whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

52.229-3 *FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)*

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

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

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.

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

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

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

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

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

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

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

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

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

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

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

(Name)

(Title)

(Date)

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

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

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

unearned amount until--

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

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

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

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

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent

auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(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. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (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 EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal

holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

- (i) The day the identified subcontractor performance deficiency is corrected; or
 - (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.
- (f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--
- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
 - (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
 - (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--
- (1) The amount to be withheld;
 - (2) The specific causes for the withholding under the terms of the subcontract; and
 - (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
- (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate 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)

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)

52.233-1 DISPUTES. (JUL 2002)

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

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

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

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

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-

month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty percent (20%)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery,

equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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

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

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

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

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

- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (g) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in

accordance with the default terms of this contract.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

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

(End of clause)

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

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

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

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

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

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

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

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

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions.

"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 (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

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

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

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all

reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 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 or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total

contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

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):

www.arnet.gov/far

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(h) The use in this solicitation or contract of any [Federal Acquisition Regulation](#) (48 CFR [1](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(i) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)**

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

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

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

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

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

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

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

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

- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

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

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

(End of clause)

252.204-7004 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)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

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

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

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

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

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

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

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

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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See Section 0830

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

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.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

 (Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 PARTNERING

The Government proposes to form a partnering relationship with the contractor. This partnering relationship will strive to facilitate communication and draw on the strengths of each organization in an effort to achieve a quality project, within budget, and on schedule. Participation will be totally voluntary. Partnering will not alter or supersede any provision of this contract nor will it provide either party with any additional contractual rights or obligations. Participation in partnering will not affect award of this contract. Any cost associated with this partnering will be agreed to by both parties and will be shared equally, with no change in contract price.

52.212-4003 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) ER 415-1-15

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSES: DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- 1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- 2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON (5) DAY WORKWEEK.**

GEOGRAPHIC LOCATION -- Trempealeau, WI (Lock & Dam 6)

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	16	10	6	5	5	5	5	5	4	3	5	13

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 workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day 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 CLAUSES: DEFAULT (FIXED-PRICE CONSTRUCTION).

52.212-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS

Item Nos. 0004, 0010, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0025, and 0026 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

(End of provision)

52.212-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS (MAR 1995)--EFARS

This variation in estimated quantities clause is applicable only to Items Nos. 0004, 0010, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0025, and 0026.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0004, 0010, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0025, and 0026 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0004, 0010, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0025, and 0026 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0004, 0010, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0025, and 0026 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

52.214-5000 ARITHMETIC DISCREPANCIES – EFARS

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

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

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

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

(End of statement)

52.228-4002 INSURANCE

As referenced in Contract Clause: INSURANCE--WORK ON A GOVERNMENT INSTALLATION, the following types and amounts of insurance are required under this contract.

Type	Amount
Worker's Compensation and Employer's Liability Insurance:	
Coverage A Worker's Compensation	Compliance with State of Minnesota Worker's Compensation Law
Coverage B Employer's Liability	\$ 100,000
General Liability Insurance:	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	Not Required
Automobile Liability Insurance (Comprehensive Policy Form):	
Bodily Injury	\$ 500,000 per person and \$1,000,000 per occurrence
Property Damage	\$ 100,000 per occurrence

**52.231-5000 *EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)—
EFARS***

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-4004 *INVOICE PROCEDURES*

In accordance with CONTRACT CLAUSE titled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the contractor shall submit invoices as follows:

a. In order to qualify for a periodic payment, the Contractor must submit a proper invoice (request for payment) to the Contracting Officer's Representative (COR) and a determination must be made that supplies or services conform to the contract requirements. This determination will be made for the sole purpose of processing progress payments and will not constitute formal acceptance. The due date for making progress payments shall be as stated in the contract clause: PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.

b. The submitted request for payment must be accompanied with documentation adequate to substantiate the amount requested. Substantiation shall be consistent with the clauses in the solicitation titled Quantity Surveys, Purchase Orders, Invoices, etc. satisfactory to the COR.

c. The Contractor must also include with the payment request a certification as described in the Clause "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

d. Payment requests will be reviewed for propriety by the COR. Defective invoices will be returned to the Contractor for resolution with defects identified. Along with the returned invoice, the COR may include, at its option, an ENG FORM 93-PAYMENT ESTIMATE reflecting the substantiated and uncontested payment amount. The Contractor will then be given the option of signing and returning the FORM 93 for payment along with the original invoice and certification or resubmitting a revised invoice and certification. To expedite payment, the Contractor may request in writing that the COR retain the defective invoice and immediately process the payment request at the amount determined to be acceptable to the Government.

52.232-5001 CONTINUING CONTRACTS (MAR 1995)—EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$ 50,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.236-4006 SAFETY AND HEALTH REQUIREMENTS MANUAL INTERIM CHANGES, EM 385-1-1 (APR 2001)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

52.236-4012 MATERIAL SOURCES

- a. Concrete aggregate and stone protection materials meeting the requirements of these specifications can be produced from the sources listed in Section 00830 "Attachments":
- b. Materials may be furnished from any of the listed sources or at the option of the Contractor may be furnished from any other sources designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.
- c. After the award of the contract, the Contractor shall designate in writing only one source for each type of material or one combination of sources from which he proposes to furnish the materials. If the Contractor proposes to furnish materials from a source or from sources not listed, he may designate only a single source for each type of material or single combination of sources for materials. Samples for acceptance testing shall be provided as required by the TECHNICAL PROVISIONS. If a source for materials so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor may not submit for approval other sources but shall furnish the materials from approved sources selected from the list at no additional cost to the Government.

d. Approval of a source of materials is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of the TECHNICAL PROVISIONS of these specifications.

52.236-4014 PURCHASE ORDERS

Two legible copies of each purchase order issued by the Contractor or the Contractor's subcontractors for materials and equipment to be incorporated into the project, shall be furnished the Contracting Officer as soon as issued. Each purchase order shall (1) be clearly identified with applicable Department of Army contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, and (4) indicate a definite delivery date. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased.

52.236-4025 FLOATING PLANT EQUIPMENT (MAY 1999)

When mechanized equipment is operated on floating plant, the contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on and off-road), backhoes, trackhoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps of engineers for review and acceptance prior to start of this feature of work.

52.236-4061 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the Provisions of Section 7 of the River and Harbor Act approved August 8, 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible. The Contractor shall consult with the appropriate Coast Guard office to determine whether a Notice to Mariners will need to be issued for construction-related activities that might interfere with navigation or be interfered with by such navigation. (Point of Contact: Marine Safety Detachment, St. Paul, Minnesota, 651-290-3991) If the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion

of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract whether in navigable waters or on shore.

52.236-4062 *SIGNAL LIGHTS (JAN 1965)*

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulation of the Department of the Army and the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels or floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard instruction M16672.2B, navigation rules: International-Inland (COMDTINST) M16672.2B, or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR (Inland) as applicable.

52.236-4063 *RADIO*

The Contractor shall maintain a staff that is knowledgeable about radio communications to advise oncoming navigation of appropriate passing directions while the Contractor's floating plant is in the navigation channel. In particular, the Contractor shall monitor Marine Band Channel 13 for commercial navigation and Channel 16 for emergency communication.

**52.236-5000 *PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)—
EFARS***

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

52.239-4001 *YEAR 2000 COMPLIANCE (FAR 39.106) (JUL 1998)*

The contractor shall ensure that, with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall perform, maintain, and provide

an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

52.246-4001 *LABORATORY AND TESTING FACILITIES*

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to SECTION 00700: INSPECTION OF CONSTRUCTION. The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work.

52.249-5000 *BASIS FOR SETTLEMENT OF PROPOSALS*

“Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations 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 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.”

(End of Clause)

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SECTION 00830

ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGE No.</u>
1	WAGE RATES	00830-2
2	KNOWN MATERIAL SOURCES	00830-3
3	PROTECTED WATERS PERMIT	00830-6

ATTACHMENT NO. 1

WAGE RATES

DECISION DESCRIPTION

PAGE NUMBERS

1. General Decision MN020059
State: Minnesota
Construction Type: Heavy

1 to 10

General Decision Number MN020059

General Decision Number **MN020059**

Superseded General Decision No. MN010059

State: **Minnesota**

Construction Type:

HEAVY

County(ies):

AITKIN	KANABEC	PENNINGTON
BECKER	KANDIYOHI	PINE
BELTRAMI	KITTSOON	PIPESTONE
BIG STONE	KOOCHICHING	POPE
BLUE EARTH	LAC QUI PARLE	RED LAKE
BROWN	LAKE	REDWOOD
CARLTON	LAKE OF THE WOODS	RENVILLE
CASS	LE SUEUR	RICE
CHIPPEWA	LINCOLN	ROCK
CLEARWATER	LYON	ROSEAU
COOK	MAHNOMEN	SIBLEY
COTTONWOOD	MARSHALL	STEELE
CROW WING	MARTIN	STEVENS
DODGE	MCLEOD	SWIFT
DOUGLAS	MEEKER	TODD
FARIBAULT	MILLE LACS	TRAVERSE
FILLMORE	MORRISON	WABASHA
FREEBORN	MOWER	WADENA
GOODHUE	MURRAY	WASECA
GRANT	NICOLLET	WATONWAN
HUBBARD	NOBLES	WILKIN
ITASCA	NORMAN	WINONA
JACKSON	OTTER TAIL	YELLOW MEDICINE

HEAVY CONSTRUCTION PROJECTS (Does not include Water & Sewer Line or Treatment Plants)

Modification Number	Publication Date
0	03/01/2002
1	05/03/2002
2	05/17/2002
3	06/14/2002
4	11/15/2002
5	12/06/2002

COUNTY(ies):

AITKIN	KANABEC	PENNINGTON
BECKER	KANDIYOHI	PINE
BELTRAMI	KITTSOON	PIPESTONE
BIG STONE	KOOCHICHING	POPE
BLUE EARTH	LAC QUI PARLE	RED LAKE
BROWN	LAKE	REDWOOD
CARLTON	LAKE OF THE WOODS	RENVILLE
CASS	LE SUEUR	RICE
CHIPPEWA	LINCOLN	ROCK
CLEARWATER	LYON	ROSEAU
COOK	MAHNOMEN	SIBLEY
COTTONWOOD	MARSHALL	STEELE
CROW WING	MARTIN	STEVENS
DODGE	MCLEOD	SWIFT

DOUGLAS	MEEKER	TODD
FARIBAULT	MILLE LACS	TRAVERSE
FILLMORE	MORRISON	WABASHA
FREEBORN	MOWER	WADENA
GOODHUE	MURRAY	WASECA
GRANT	NICOLLET	WATONWAN
HUBBARD	NOBLES	WILKIN
ITASCA	NORMAN	WINONA
JACKSON	OTTER TAIL	YELLOW MEDICINE

ELEC0110J 05/01/2002

	Rates	Fringes
GOODHUE (West of Belle Creek, Minneola, Roscoe & Vasa Townships), KANABEC (South of Hillman, Peace & Pomroy Townships), LE SUEUR (East of Cleveland, Sharon, Tyrone & Washington Townships), MILLE LACS (South of Bradbury, Lewis & Onamia Townships), PINE (South of Arione, Barry, Clover, Hinckley & Ogema Townships) & RICE COUNTIES:		
ELECTRICIANS	29.45	28.5%+5.77
CABLE SPLICERS	30.45	28.5%+5.77

ELEC0242F 06/01/2002

	Rates	Fringes
AITKIN, CARLTON, CASS (Bounded on the north by the south line of Leech Lake, Minnesota Island, Could, Bay River & Salem Townships), COOK, CROW WING, HUBBARD (Except Rockwood, Helga, Farden, Lake Hattie, Schoolcraft, Guthrie, Hart Lake, Lake Alice, Lake George, Hendrickson & Lakeport), ITASCA (Southerly 12 Townships, including Harris, Feely, Blackberry, Spang, Coodland, Sago & Wawina), KANABEC (Northern part, including Brook, Ford, Krosche, Hillman, Peace & Pomroy Townships), LAKE, MILLE LACS (Including Northerly Townships of Kathio, South Harbor, Isle, East Side, Onamia & Harbor), MORRISON, PINE (Excluding southerly Townships of Brook Park, Mission Creek, Munch, Crosby, Pokegama, Cross Lake, Chengwatana, Royalton, Rock Creek & Pine City), TODD & WADENA COUNTIES:		
ELECTRICIANS	26.14	49.5

* ELEC0292E 05/01/2002

	Rates	Fringes
BIG STONE, CHIPPEWA, KANDIYOHI, LAC QUI PARLE, MCLEOD, MEEKER, POPE, STEVENS & SWIFT COUNTIES:		
ELECTRICAL CONTRACTS \$500,000 AND OVER:		
Electricians	27.04	13.29
Cable Splicers	28.04	13.78
ELECTRICAL CONTRACTS UNDER \$500,000:		
Electricians	25.67	12.46
Cable Splicers	26.67	12.95

ELEC0294G 06/01/2002

	Rates	Fringes
CASS (Northern part, bounded on the south by a line extending east & west of the south line of Boy River & Salem Townships), HUBBARD (Northern part, bounded on the south by a line extending east & west of the south line of Lake Alice & Lake George Townships) & KOOCHICHING COUNTIES		
ELECTRICIANS	26.09	44.5%

CABLE SPLICERS	26.64	44.5%

ELEC0294J 06/01/2002		
	Rates	Fringes
BELTRAMI, CLEARWATER, ITASCA (Excluding the section south of a line extending east & west of the south line of Grand Rapids & Trout Lake Townships) & LAKE OF THE WOODS (Excluding the northwest angle) COUNTIES		
ELECTRICIANS:		
Electrical Installations Under \$3,000,000	20.48	3.91+27.5%
All Other Work:		
Electricians	26.09	44.5%
Cable Splicers	26.64	44.5%

ELEC0343J 06/01/2002		
	Rates	Fringes
BLUE EARTH, BROWN, COTTONWOOD, DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE (Except that portion west of Belle Creek, Minneola, Roscoe & Vasa Townships), JACKSON, LE SUEUR (Cleveland, Le Sueur, Ottawa, Sharon, Tyrone, Washington & Kasota Townships), LINCOLN, LYON, MARTIN, MOWER, NICOLLET, REDWOOD, RENVILLE, SIBLEY, STEELE, WABASHA, WASECA, WATONWAN, WINONA & YELLOW MEDICINE COUNTIES:		
ELECTRICIAN	24.72	15%+8.27
CABLE SPLICER	25.72	15%+8.27

ELEC0426E 06/01/1999		
	Rates	Fringes
MURRAY, NOBLES, PIPESTONE & ROCK COUNTIES: 0 TO 10 MILES FROM THE CITIES OF ABERDEEN & WATERTOWN, SOUTH DAKOTA; & WORTHINGTON, MINNESOTA; AND 0 TO 70 MILES FROM SIOUX FALLS, SOUTH DAKOTA:		
ELECTRICIANS	19.00	6.105
CABLE SPLICERS	20.90	6.34
BEYOND THE AFOREMENTIONED AREAS:		
ELECTRICIANS	21.40	6.405
CABLE SPLICERS	23.54	6.67

ELEC1426I 06/01/2002		
	Rates	Fringes
BECKER, DOUGLAS, GRANT, KITTSO, MAHNOMEN, MARSHALL, NORMAN, OTTER TAIL, PENNINGTON, RED LAKE, ROSEAU, TRAVERSE & WILKIN COUNTIES		
ELECTRICIANS	20.57	12%+6.20
CABLE SPLICERS	21.60	12%+6.20

ENGI0049W 05/01/2002		
	Rates	Fringes
COOK & LAKE COUNTIES POWER EQUIPMENT OPERATORS:		
GROUP 1	26.27	8.45
GROUP 2	25.72	8.45
GROUP 3	25.54	8.45
GROUP 4	25.42	8.45
GROUP 5	22.38	8.45
GROUP 6	21.17	8.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - *Crane with over 135' Boom, excluding Jib; & Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.

GROUP 2 - Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Front End Loader, 5 cu. yds. & over; Locomotive Crane; Master Mechanic; Tandem Scraper; Tractor - Boom type; & Truck Crane - Crawler Crane

GROUP 3 - Dual Tractor; & Scraper - Struck Cap. 32 cu. yds. & over

GROUP 4 - Bituminous Roller (8 Tons & over); Cat Tractor with Rock Wagon or similar type; Front End Loader, over 1 cu. yd.; Mechanic; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; & Dismantling or Repair Mechanic

GROUP 5 - Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Front End Loader, up to & incl. 1 cu. yd.; Loader (Barber Greene or similar type); & Tractor Operator, Bulldozer, 50 HP or less

GROUP 6 - Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Roller on Gravel Compaction; Sheep Foot Roller; Tractor, Wheel type (over 50 HP); & Truck Crane Oiler

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;

CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:

TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM

UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM

LEVEL C - \$.60 PREMIUM

ENGI1049S 05/01/2002

	Rates	Fringes
AITKIN, BLUE EARTH, CARLTON, CASS (South of the northern right-of-way of U.S. Hwy #2 & east of the western right-of-way of U.S. Hwy #371), CROW WING (East of the western right-of-way of U.S. Hwy #371), DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, ITASCA (East of the western right-of-way of Minnesota Hwy #6), KANABEC, KOOCHICHING (East of a north-south line from the Canadian border to Pelland, the western right-of-way of U.S. Hwy #71 from Pelland to Big Falls & Minnesota Hwy #6), LE SUEUR, MILLE LACS, MORRISON (East of the western right-of-way of U.S. Hwy #371 & U.S. Hwy #10 from Little Falls to the Morrison-Benton County line), MOWER, PINE, RICE, STEELE, WABASHA, WASECA & WINONA COUNTIES; & BROWN, MCLEOD, MARTIN, MEEKER, NICOLLET, SIBLEY & WATONWAN COUNTIES (East of the western right-of-way of Minnesota Hwy #15)		

POWER EQUIPMENT OPERATORS:

GROUP 1	24.06	8.45
GROUP 2	23.61	8.45
GROUP 3	23.44	8.45
GROUP 4	23.31	8.45
GROUP 5	20.74	8.45
GROUP 6	19.87	8.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - *Crane with over 135' Boom, excluding Jib; & Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.

GROUP 2 - Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Front End Loader, 5 cu. yds. & over; Locomotive Crane; Master Mechanic; Tandem Scraper; Tractor - Boom type; & Truck Crane - Crawler Crane

GROUP 3 - Dual Tractor; & Scraper - Struck Cap. 32 cu. yds. & over

GROUP 4 - Bituminous Roller (8 Tons & over); Cat Tractor with Rock Wagon or similar type; Front End Loader, over 1 cu. yd.; Mechanic; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; & Dismantling or Repair Mechanic

GROUP 5 - Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Front End Loader, up to & incl. 1 cu. yd.; Loader (Barber Greene or similar type); & Tractor Operator, Bulldozer, 50 HP or less

GROUP 6 - Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Roller on Gravel Compaction; Sheep Foot Roller; Tractor, Wheel type (over 50 HP); & Truck Crane Oiler

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;

CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:

TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM

UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM

LEVEL C - \$.60 PREMIUM

ENGI1049T 05/01/2002

	Rates	Fringes
BECKER, BELTRAMI, BIG STONE, CASS (Excluding area south of the northern right-of-way of U.S. Hwy #2 & east of the western right-of-way of U.S. Hwy #371), CHIPPEWA, CLEARWATER, COTTONWOOD, CROW WING (Excluding area east of the western right-of-way of U.S. Hwy #371), DOUGLAS, GRANT, HUBBARD, ITASCA (Excluding area east of the western right-of-way of Minnesota Hwy #6), JACKSON, KANDIYOHI, KITTSON, KOOCHICHING (Excluding area east of a north-south line from the Canadian border to Pelland, the western right-of-way of U.S. Hwy #71 from Pelland to Big Falls & Minnesota Hwy #6), LAC QUI PARLE, LAKE OF THE WOODS, LINCOLN, LYON, MAHNOMEN, MARSHALL, MORRISON (Excluding area east of the western right-of-way of U.S. Hwy #371 & U.S. Hwy #10 from Little Falls to the Morrison-Benton County line), MURRAY, NOBLES, NORMAN, OTTER TAIL, PENNINGTON, PIPESTONE, POPE, RED LAKE, REDWOOD, RENVILLE, ROCK, ROSEAU, STEVENS, SWIFT, TODD, TRAVERSE, WADENA, WILKIN & YELLOW MEDICINE COUNTIES; & BROWN, MCLEOD, MARTIN, MEEKER, NICOLLET, SIBLEY & WATONWAN COUNTIES (Excluding the area east of the western right-of-way of Minnesota Hwy #15):		
POWER EQUIPMENT OPERATORS:		
GROUP 1	21.65	8.45
GROUP 2	20.72	8.45
GROUP 3	20.52	8.45

GROUP 4	20.41	8.45
GROUP 5	18.70	8.45
GROUP 6	18.10	8.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - *Crane with over 135' Boom, excluding Jib; & Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.

GROUP 2 - Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Front End Loader, 5 cu. yds. & over; Locomotive Crane; Master Mechanic; Tandem Scraper; Tractor - Boom type; & Truck Crane - Crawler Crane

GROUP 3 - Dual Tractor; & Scraper - Struck Cap. 32 cu. yds. & over

GROUP 4 - Bituminous Roller (8 Tons & over); Cat Tractor with Rock Wagon or similar type; Front End Loader, over 1 cu. yd.; Mechanic; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; & Dismantling or Repair Mechanic

GROUP 5 - Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Front End Loader, up to & incl. 1 cu. yd.; Loader (Barber Greene or similar type); & Tractor Operator, Bulldozer, 50 HP or less

GROUP 6 - Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Roller on Gravel Compaction; Sheep Foot Roller; Tractor, Wheel type (over 50 HP); & Truck Crane Oiler

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;

CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:

TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM

UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM

LEVEL C - \$.60 PREMIUM

IRON0184D 05/01/2002

	Rates	Fringes
JACKSON, LINCOLN, MARTIN, MURRAY, NOBLES, PIPESTONE & ROCK COUNTIES		
IRONWORKERS	17.91	6.565

IRON0512L 05/01/2002

	Rates	Fringes
BIG STONE, BLUE EARTH, BROWN, CHIPPEWA, COTTONWOOD, DODGE, DOUGLAS, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, GRANT, KANABEC, KANDIYOHI, LAC QUI PARLE, LE SUEUR, LYON, MCLEOD, MEEKER, MILLE LACS, MORRISON, MOWER, NICOLLET, OTTER TAIL, POPE, REDWOOD, RENVILLE, RICE, SIBLEY, STEELE, STEVENS, SWIFT, TODD, TRAVERSE, WABASHA, WADENA, WASECA, WATONWAN, WINONA & YELLOW MEDICINE COUNTIES		
IRONWORKERS	29.50	11.84

IRON0563K 05/01/2002

	Rates	Fringes
AITKIN, BECKER, BELTRAMI, CARLTON, CASS, CLEARWATER, COOK, CROW-		

WING, HUBBARD, ITASCA, KOOCHICHING, LAKE, LAKE OF THE WOODS,
 MAHNOMEN, PENNINGTON, PINE, RED LAKE & ROSEAU COUNTIES
 IRONWORKERS 23.78 12.70

 IRON0793E 05/01/2002

	Rates	Fringes
KITTSOON, MARSHALL, NORMAN & WILKIN COUNTIES		
IRONWORKERS	19.14	9.73

 LABO0405F 05/01/2002

	Rates	Fringes
BLUE EARTH, BROWN, DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, LE SUEUR, MOWER, NICOLLET, RICE, STEELE, WABASHA, WASECA AND WINONA COUNTIES		
LABORERS:		
Flagger, Pipelayer	19.59	5.76
Tunnel	20.29	5.76

 LABO0563L 05/01/2002

	Rates	Fringes
AITKIN, BECKER, BELTRAMI, BIG STONE, CASS, CHIPPEWA, CLEARWATER, COTTONWOOD, CROW WING, DOUGLAS, GRANT, HUBBARD, JACKSON, KANDIYOHI, KITTSOON, KOOCHICHING, LAC QUI PARLE, LAKE OF THE WOODS, LINCOLN, LYON, MAHNOMEN, MARSHALL, MARTIN, MCLEOD, MEEKER, MORRISON, MURRAY, NOBLES, NORMAN, OTTER TAIL, PENNINGTON, PIPESTONE, POPE, RED LAKE, REDWOOD, RENVILLE, ROCK, ROSEAU, SIBLEY, STEVENS, SWIFT, TODD, TRAVERSE, WADENA, WATONWAN, WILKIN AND YELLOW MEDICINE COUNTIES		
LABORERS:		
Flagger, Pipelayer	15.74	5.21
Tunnel	16.44	5.21

 LABO0563M 05/01/2002

	Rates	Fringes
KANABEC & MILLE LACS COUNTIES		
LABORERS:		
Flagger, Pipelayer	18.54	5.86
Tunnel	19.24	5.86

 LABO0563N 05/01/2002

	Rates	Fringes
PINE COUNTY		
LABORERS:		
Flagger, Pipelayer	22.89	6.21
Tunnel	23.59	6.21

 LABO1091H 05/01/2002

	Rates	Fringes
CARLTON, COOK & LAKE COUNTIES		
LABORERS:		
Flagger, Pipelayer	22.17	5.96
Tunnel	22.87	5.96

 LABO1097M 05/01/2002

	Rates	Fringes
ITASCA COUNTY		
LABORERS:		

Flagger, Pipelayer	21.62	6.51
Tunnel	22.32	6.51

 * PLUM0006D 08/01/2002

	Rates	Fringes
DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE (Southern half), MOWER, RICE, STEELE, WABASHA, WASECA & WINONA COUNTIES		
PIPEFITTERS	29.71	9.35

 PLUM0011G 05/01/2001

	Rates	Fringes
CARLTON, COOK (A strip 20 miles inland along the shores of Lake Superior), KANABEC, LAKE (A strip 20 miles inland along the shores of Lake Superior) & PINE COUNTIES		
PIPEFITTERS	26.35	9.15

 PLUM0126D 05/15/2002

	Rates	Fringes
AITKIN, BECKER, BELTRAMI, CASS (Southern half), CLEARWATER, CROW WING, DOUGLAS, GRANT, HUBBARD, KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, OTTER TAIL, PENNINGTON, RED LAKE, ROSEAU, TRAVERSE, WADENA & WILKIN COUNTIES:		
PIPEFITTERS:		
Mechanical Projects		
under \$2,000,000	25.89	8.31
Mechanical Projects		
\$2,000,000 and above	28.29	8.31

 PLUM0455E 05/01/2002

	Rates	Fringes
GOODHUE COUNTY (Northern half)		
PIPEFITTERS	31.22	10.64

 PLUM0455K 05/01/2002

	Rates	Fringes
BLUE EARTH, BROWN, COTTONWOOD, JACKSON, LE SUEUR, LINCOLN, LYON, MARTIN, MURRAY, NICOLLET, NOBLES, PIPESTONE, REDWOOD, RENVILLE, ROCK, SIBLEY & WATONWAN COUNTIES		
PIPEFITTERS	24.84	10.70

 PLUM0539E 05/01/2002

	Rates	Fringes
MCLEOD & MILLE LACS COUNTIES		
PIPEFITTERS	31.30	10.70

 PLUM0539J 05/01/2002

	Rates	Fringes
BIG STONE, CHIPPEWA, KANDIYOHI, LAC QUI PARLE, MEEKER, MORRISON, POPE, STEVENS, SWIFT, TODD & YELLOW MEDICINE COUNTIES		
PIPEFITTERS	24.71	13.03

 PLUM0589D 06/01/2002

	Rates	Fringes
CASS (North of a parallel line drawn from the northern boundary of Crow Wing County, west to the east boundary of Wadena County), COOK (Except a strip 20 miles inland along the shores of Lake Superior), ITASCA KOOCHICHING, & LAKE (Except a strip 20		

miles inland
along the shores of Lake Superior) COUNTIES:

PIPEFITTERS	24.56	12.13
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SUMN2001B 07/08/1994

	Rates	Fringes
CARPENTERS	13.73	2.55
LABORERS:		
Unskilled	12.33	3.18
Landscape Work	5.15	
PAINTERS, Steel	19.42	4.72
POWER EQUIPMENT OPERATORS:		
Dragline	13.41	3.95
Grader	12.03	2.84

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

ATTACHMENT NO. 3

KNOWN MATERIAL SOURCES

SCOUR PROTECTION PAGE 00830-4

CONCRETE AGGREGATE PAGE 00830-5

SCOUR PROTECTION SOURCE	LOCATION	NOTES
Kamla Quarry Kraemer Co. Plain WI. (608) 546-2255	SE 1/4, NE 1/4, Sec. 6, T20N, R10W Buffalo Co. WI.	1
Waldenberger Quarry Mathy Co. Onalaska WI (608) 783-6411	Sec. 23 T17N, R7W La Crosse Co. WI.	1
Anton Bork Kraemer Co. Plain WI (608) 546-2255	Sec. 30, T19N, R10W Buffalo Co. WI.	1,2
Wender Quarry Kraemer Co., Plain WI. (608) 546-2255	SE 1/4, Sec.3 and NE 1/4/4, Sec.10 T20N, R12W, Buffalo Co. WI.	1
Weaver Quarry Mathy Co., Onalaska WI. (608) 783-6411	SE 1/4, Sec.25, T109N, R10W Wabasha Co. MN.	1

Notes: 1. Rock must be processed over a vibrating grizzly or by an approved alternate method.
2. Only rock produced from the northern half of the quarry may be used for COE project.

CONCRETE AGGREGATE

SOURCE

LOCATION

Fine Aggregate (sand)

Winona Aggregate Company
Rt. 20, Winona MN.
(507) 454-2913

SE 1/4 Sec. 12, T107N, R8W
Winona Co., MN

Scherr Pit
915 Commercial Ct.
Onalaska, WI
(608) 783-6411

Sec. 19, T18N, R8W
Trempealeau Co., WI

County Concrete
205 North Street
Marathon WI
(715) 848-1365

NE 1/4 of SW 1/4 Sec 19
T18N, R8W
Trempealeau Co., WI

Olson pit
Croel Ready Mix
Box 2046
La Crosse WI
(608) 781- 3200

NE 1/4 of SW 1/4 Sec 26
T18N, R9W
Trempealeau Co., WI

Coarse Aggregate (3/4" - #4 sieve)

Smith Pit
Croel Ready Mix
Box 2046
La Crosse WI
(608) 781- 3200

Sec. 20, T22N, R3W
Jackson Co., WI.

Winona Aggregate Company
Rt. 20, Winona MN.
(507) 454-2913

SE 1/4 Sec. 12, T107N, R8W
Winona Co., MN

Coarse Aggregate (3/4" - 1")

Winona Aggregate Company
Rt. 20, Winona MN.
(507) 454-2913

SE 1/4 Sec. 12, T107N, R8W
Winona Co., MN

Smith Pit
Croel Ready Mix
Box 2046
La Crosse WI
(608) 781- 3200

Sec. 20, T22N, R3W
Jackson Co., WI.

ATTACHMENT NO. 3
PROTECTED WATERS PERMIT



Minnesota Department of Natural Resources

500 Lafayette Road
St. Paul, Minnesota 55155-4032

August 21, 2002

Joseph Mose
Acting Chief, Environmental and Economic Analysis Branch
St. Paul District Corps of Engineers
190 Fifth Street East
St. Paul, MN 55101-1638

Dear Mr. Mose:

RE: PERMIT 2002-5074, Mississippi River, Pools 6 and 7, Public Waters 85-1 and 85-2, Winona County

In response to your July 26, 2002 request, DNR permit 2002-5074 authorizing reconstruction of the Lock and Dam 6 spillway and placement of rock riprap shoreline protection, is hereby amended as follows:

1. Special Provision Number 7 is hereby modified to read: "All construction activities are restricted to the time period July 1 through January 31 to avoid disturbance of the nearby Bald Eagle nest, unless the Minnesota Department of Natural Resources, after consultation with the U.S. Fish and Wildlife Service (USFWS), determines that the nest is inactive or that the restriction is otherwise unnecessary, and has informed the permittee that the provision does not apply in writing."

We have consulted with the USFWS for the current construction season, and you are hereby informed that special provision number 7 does not apply for the current 2002 construction season.

2. Special Provision 6 is clarified to read as follows: "The MN DNR finds the entire dam structure inhibits fish passage between pools 6 and 7 of the Mississippi River. The MN DNR encourages the Corps to plan and fund a long-term solution to the fish passage problem (see attached March 25, 2002 letter from John Linc Stine to Joseph Mose). This provision is not a condition of this permit but is advisory to the Corps."

If you have any questions, please contact Mississippi River Hydrologist Scot Johnson at 1801 South Oak Street, Lake City, MN 55041 or at (651) 345-5601.

Sincerely,
DNR Waters

A handwritten signature in black ink, appearing to read 'John Linc Stine'.

John Linc Stine, Administrator
Water Management Section

DNR Information: 651-296-6157 • 1-888-646-6367 • TTY: 651-296-5484 • 1-800-657-3929

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PROTECTED WATERS PERMIT

PERMIT NUMBER
2002-5074

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made a part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform the work as authorized below:

Protected Water Mississippi River, Pools 6 and 7, Public Waters 85-1 and 85-2	County Winona
Name of Applicant St. Paul District Corps of Engineers Judith L. DesHamais	Telephone Number (include Area Code) 651-290-5298
Address (No. & Street, RFD, Box No., City, State, Zip Code) 190 Fifth Street East, St. Paul, MN 55101-1638	
Authorized Work: Reconstruct the Lock and Dam 6 spillway and place rock riprap shoreline protection; all according to plans and specifications submitted with the permit application and the General and Special Provisions which follow.	
Purpose of Permit Maintain Corps of Engineers 9-Foot Channel Project embankment.	Expiration Date of Permit November 30, 2005
Property described as: SE ¼ Section 8, T106N, R5W	

This permit is granted **subject to** the following **GENERAL** and **SPECIAL PROVISIONS**:

GENERAL PROVISIONS

1. The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state or local agencies; including but not limited to, the Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning. This permit does not release the **permittee** of any permit requirement of the St. Paul District, U.S. Army Corps of Engineers, Army Corps of Engineers Centre, 190 Fifth Street East, St. Paul, MN 55101-1638.
2. This permit is not assignable by the **permittee** except with the written consent of the Commissioner of Natural Resources.
3. The **permittee** shall notify the Area Hydrologist at least five days in advance of the commencement of the work authorized hereunder and notify him/her of its completion within five days. The Notice of Permit issued by the Commissioner shall be kept securely posted in a conspicuous place at the site of operations.
4. The **permittee** shall make no changes, without written permission previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity, or location of any items of work authorized hereunder.
5. The **permittee** shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.
6. This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the provisions or applicable law of this permit, unless otherwise provided in the Special Provisions.
7. Construction work authorized under this permit shall be completed on or before the date specified above. The **permittee** may request an extension of time to complete the project, stating the reason thereof, upon written request to the Commissioner of Natural Resources.

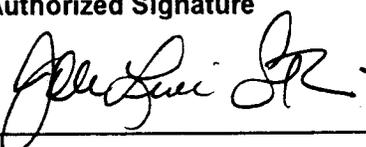
8. In all cases where the **permittee** by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any person or persons, or of any publicly owned lands or improvements thereon or interests therein, the **permittee**, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights and interests needed for the work.
9. This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the **permittee** or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the **permittee**, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the **permittee**, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable provisions of law.
10. Any extension of the surface of protected waters from work authorized by this permit shall become protected waters and left open and unobstructed for use by the public.
11. Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR protected water permit jurisdiction, the **permittee** shall not initiate any work under this permit until the **permittee** has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

SPECIAL PROVISIONS

1. The permittee shall comply with all rules, regulations, requirements, or standards of the Minnesota Pollution Control Agency and other applicable federal, state or local agencies.
2. Future maintenance required for this project shall not exceed the work herein authorized. Prior to commencing any maintenance work, permittee shall advise the Division of Waters, Region 5 of the location, starting date, and extent of the work. Maintenance work shall not be commenced until permittee's receipt of Division of Waters' approval.
3. No material shall be placed in floodplain areas or on the beds of protected waters except as specifically shown on application plans.
4. The permittee shall cover or protect all exposed soil resulting from the construction authorized by placing riprap, sod, and/or seed on banks and slopes of said construction for the prevention of soil erosion, sedimentation and lake/stream discoloration.
5. Construction shall be phased and implemented so as to minimize sediments or other pollutants entering lake/stream during excavation and filling.
6. Adverse effects on the physical or biological character of the waters shall be subject to feasible and practical measures to mitigate the effects. Adverse effects requiring mitigation include inhibited fish passage between Pools 6 and 7. Mitigation actions must be identified and implemented within 3 years.
7. All construction activities are restricted to the time period July 1 through January 31 to avoid disturbance of the nearby Bald Eagle nest.

JLS/sbj

c: Scot Johnson, Mississippi River Hydrologist
 Winona County SWCD
 Winona County Zoning
 Lake City Fish Management Area
 Winona Wildlife Management Area
 Fred Peterson, Conservation Officer
 Permits Unit, St. Paul
 COE, Regulatory Branch

Authorized Signature 	Title Administrator, Water Management Section	Date 5/16/02
John Linc Stine		

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SECTION 01000

GENERAL

INDEX

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ATTACHMENTS:

TABLE 1

01000-i

DACW37-03-B-0002

CONSTRUCTION SIGN

CONSTRUCTION SIGN SUPPORT

SAFETY SIGN

SECTION 01000

GENERAL

1. DESCRIPTION OF WORK. The work of this contract involves the repair of deteriorated spillway surfaces as shown on the drawings, raising the existing concrete abutment walls, investigation and filling of voids beneath the spillway concrete, placement of stone protection materials, and placement of steel sheet piling.

2. ORGANIZATION OF SPECIFICATIONS. The specifications which govern the materials and equipment to be furnished and the work to be performed under this contract are listed in the Table of Contents. No attempt has been made in the specifications to segregate work to be performed by any trade, craft, or subcontractor. Any segregation between the trades or crafts shall be solely a matter for agreement between the Contractor, Contractor's employees, and subcontractors.

3. REFERENCE STANDARDS. Reference to the standards, specifications, or codes of any technical society, organization, or association, or local, state, or Federal authority shall mean the specific edition or revision listed.

4. APPROVAL OF MATERIALS OR ALTERNATES. Requests for approval of materials and products, or substitutes thereof, will not be considered prior to the date of award of the contract.

5. SUBMITTALS.

5.1 WARRANTIES. Unless specified otherwise, the Contractor shall submit to the Contracting Officer two copies of the manufacturer's standard warranty for each item provided under this contract that is normally covered by such warranty.

5.2 Right of Way Agreements as required by PARAGRAPH: GROUNDS AND ROADWAYS.

5.3 Approved haul route plans and copies of waivers granted for use thereof.

5.4 Disposal Site permits as required by PARAGRAPH: DISPOSAL OF DEBRIS AND WASTE.

5.5 Dewatering plans and details as required by PARAGRAPH: DEWATERING OPERATIONS.

6. GROUNDS AND ROADWAYS.

6.1 Grounds.

6.1.1 Availability. The boundary limits of the grounds made available for the Contractor's use during the life of the contract are shown on the drawings. Any additional rights-of-way or grounds desired by the Contractor shall be obtained by the Contractor at its own expense, and copies of agreements for the use of such rights-of-way shall be furnished to the Contracting Officer before entering

thereon. Such agreements shall clearly relieve the Government of any responsibility for damages resulting from the use of the grounds.

6.1.2 An inspection, of the grounds made available for the Contractor's use during the life of the contract, before and after use shall be made by the Contracting officer and the Contractor. Any damages to the existing condition of the area shall be repaired to the approval of the Contracting officer. All expenses for repair work shall be the responsibility of the Contractor.

6.1.3 There is a loading dock facility at the lower end of the lock which is available for the Contractor to use. Use of the loading dock shall be coordinated by the Contractor with the Lockmaster. The loading dock will not be for the exclusive use by the Contractor. There is also a parking lot near the loading dock which the Contractor may use for parking of the employee's private vehicles. The use of the parking lot shall be coordinated by the Contractor with the Lockmaster.

6.2 Roadways.

6.2.1 Traffic hazards. When continuous haul operations or other condition created by the Contractor's operations result in interference or hazard to traffic on streets and highways, beyond that of ordinary public usage, the Contractor shall erect warning signs and provide flagging services as necessary to safeguard the public.

6.2.2 Haul routes. The Contractor shall be responsible for securing all permits required along haul routes. A copy of each permit shall be submitted to the Contracting Officer. Dust control shall be provided as stated in SECTION: ENVIRONMENTAL PROTECTION.

6.2.3 Access to the site. Access to the site is not available by roadways. The Contractor will require marine plant for access to the site.

6.3 Waterways.

6.3.1 The Contractor's construction operations shall be limited to the existing waterways. The Contractor shall not interfere with normal lock operations. The Contractor may moor its marine plant in the auxiliary lock chamber, when approved, and shall be responsible for damages resulting from use of this area. Government floating plant may be moored in the auxiliary lock also.

6.3.2 It shall be the Contractor's responsibility to visit the site and ascertain any depth restrictions on marine access. Any dredging which may be necessary to reach the site shall be incidental to the project and shall be performed in compliance with applicable State and Federal regulations.

6.4 Staging Area. The drawings identify a staging area upstream of the dam on the right bank (Minnesota side) that is available for the Contractor's use. Access to the staging area by land will require the Contractor to construct a railroad crossing. The Contractor is responsible for all coordination with the

railroad for the design, construction, and all other details and restrictions that the railroad might place on the use of the crossing by the Contractor.

6.4.1 Staging Area Restrictions. The Contractor's use of the site shall not result in damage to trees or the excavation of existing ground. Construction of any temporary or permanent site improvements or structural facilities requires approval by the Contracting Officer.

7. DISPOSAL OF DEBRIS AND WASTE. The Contractor's attention is directed to SECTION: ENVIRONMENTAL PROTECTION and to the following CONTRACT CLAUSES: PERMITS AND RESPONSIBILITIES; PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS; OPERATIONS AND STORAGE AREAS; and CLEANING UP.

7.1 Burning will not be permitted at the project site and debris or waste shall not be left on the site.

7.2 Disposal of clearing and grubbing debris shall be by one of the following methods.

7.2.1 Disposal offsite for useful purposes. In the interest of conservation, it is required that the Contractor make a reasonable effort to dispose of the material offsite for some useful purpose. Timber may be cut into convenient lengths and utilized for making saw logs, posts, cordwood, wood chips for papermaking or other uses, or other similar use.

7.2.2 Disposal in a locally operated sanitary landfill. Contractor shall select the disposal site with the approval of the Contracting Officer. The Contractor shall secure the required permits for disposal and provide copies of the permit to the Contracting Officer.

7.3 Disposal of Solid Construction Debris and Waste shall consist of removal from Government property and disposal in compliance with Federal, state, and local requirements for solid waste disposal. Contractor shall select the disposal site with the approval of the Contracting Officer.

8. DEWATERING OPERATIONS.

8.1 General Description. Dewatering operations involved in the execution of the contract work involve primarily temporary barriers (low head dewatering box, steel sheet piling, or other satisfactory type of barrier). It will be the responsibility of the Contractor to perform the necessary dewatering operations. Hydrographs and duration curves are located in the drawings. Stone scour protection exists upstream and downstream adjacent to both abutments of the fixed crest spillway.

8.1.1 The fixed crest spillway will be required to pass flow under certain conditions. The Contractor will be required to remove any obstruction to flow over the crest of the spillway as indicated here.

(a) If the discharge in the Mississippi River at Lock and Dam 6 exceeds or is forecasted to exceed 2,100 cubic meters (75,000 cubic feet) per second,

the Contractor will be alerted. This discharge corresponds to a pool elevation equal to 0.305 m (1 foot) below the top of the crest.

(b) If the discharge reaches or is forecasted to reach 2,800 cubic meters (99,000 cubic feet) per second, no more than ten percent (10%) of the spillway crest may be blocked, and all blockage in excess of the allowable 10% must be removed or lowered to the elevation of the spillway crest. This discharge corresponds to a pool elevation equal to the top of the crest.

8.1.2 If the tailwater elevation exceeds 195.220 M (640.5 feet), which is the elevation 0.15 M (6 inches) above the top of the baffle blocks, the Contractor will not be required to perform work in the stilling basin during the time the tailwater elevation exceeds 195.220 M (640.5).

8.2 Procedure. It is required that upon installation and commencement of dewatering operations, the dewatering system within a construction phase or area shall be maintained and operated continuously 24 hours a day, 7 days a week, until the contract work below river stage is completed. Dewatering operations shall be performed so that concrete removal and preparation, reinforcement, application of joint sealants, and concrete placement are made in the dry. The Contractor shall furnish, install, and operate pumping equipment and shall install temporary sheeting, dewatering boxes, and sumps as necessary to provide the required dewatered conditions. The dewatering equipment shall be adequate to provide dewatered conditions for all concrete and joint sealant work.

8.3 Removal. Upon completion of the work requiring dewatered conditions at any given location, all equipment, sheeting, and other structures used in the dewatering operations shall be removed. Stone protection removed to facilitate dewatering and construction will be reinstalled or replaced to pre-construction conditions in accordance with SECTION: ROCKFILL EXCAVATION.

8.4 Design and Liability.

8.4.1 Design. The responsibility for the design of adequate dewatering protection, including barriers, pumping, and other dewatering facilities, shall rest with the Contractor. The design of the protection shall be in accordance with sound engineering practice, based on generally accepted methods and load assumptions.

8.4.2 Liability. The Contractor shall be fully responsible for: constructing the required dewatering protection; maintaining such structures at full height and adequate section; protecting the structures against damaging scour or breakthrough under any conditions of flow or stage not in excess of those specified above; dewatering the enclosed work area to such level that the work therein can proceed in the dry; and removal of the structures upon completion of the work.

8.5 Plan to be Submitted. At least 15 calendar days prior to commencing work on the installation or construction of dewatering protection, the Contractor shall submit to the Contracting Officer prints in triplicate showing proposed plans and

details of the type of dewatering facilities to be constructed and installed at each location. The design shall be in accordance with sound engineering practice as approved. This submittal data shall include computations covering the analysis and design layout, type and spacing of dewatering devices, number and size of pumps and other equipment, together with a description of the installation and operating procedures, including relationship to the construction operations. Review of the prints will not relieve the Contractor of full responsibility for the adequacy of the dewatering operations.

9. SCHEDULING.

9.1 General. It shall be the responsibility of the Contractor to schedule and execute the work, incorporating the necessary requirements set forth in these specifications. Following are some of the major considerations in project work scheduling.

9.2 The Contractor is restricted from doing on site work during the months of March, April, and May.

9.3 All operations affected by river stages shall be scheduled to take advantage of the most favorable stages as indicated by the hydrological data located in the drawings.

9.4 Lock Operations. The Contractor shall not interfere with normal lock operations. However, the Contractor will be given priority lockage during the construction period. During the period when the navigation season is closed, lockages of Contractor plant will not be permitted. The Contractor shall be responsible for having appropriate equipment accessible for work at the site before the close of the navigation season. Historical navigation season dates are shown in Table 1 at the end of this section.

9.4.1 Lock and Dam personnel will not accept deliveries, phone calls, or mail or deliver messages for the Contractor except in emergency situations.

9.5 The Contractor shall inform the Government, in writing, within 5 days after receipt of notice to proceed and before work begins as to which hours of the day and days of the week work under this contract will be performed. The Contractor shall notify the Government at least 24 hours before work is to be conducted on overtime, in multiple shifts, on weekends, or on Federal Government holidays.

10. CONSTRUCTION RESTRICTIONS.

10.1 Alternate Low Flow Plan. Repair of the concrete at the low flow aeration notch will require the Contractor to stop the flow in the notch. The Contractor shall develop a plan to maintain an alternate low flow condition during the periods of time when the low flow aeration notch is blocked. The alternate low flow plan shall be submitted and shall meet the following requirements:

- a) The alternate low flow plan shall contain drawings and calculations to verify that the requirements stated below will be met.

b) When the low flow aeration notch is blocked, the Contractor shall be required to provide a flow rate of 4.25 cubic meters per second (150 cfs)

c) The alternate flow shall be located within 100 feet of the low flow aeration notch.

10.2 Minnesota One Call Excavation Notice System. For contract work performed within the State of Minnesota, the Contractor shall meet the requirements of the Minnesota Statutes, Chapter 216D "One Call Excavation Notice System." The following are the current notification center telephone numbers set up to assist the Contractor in complying with the above system:

Gopher State One Call:

Metro Area	612-454-0002
Outstate	800-252-1166
Main Office	612-454-8388

10.3 Utility Service. There are no utility services available at the project site.

11. WORK PERFORMED BY OTHERS.

11.1 General. The Contractor shall coordinate with other contractors in the performance of the work and schedule such work to provide for a minimum of delays and interferences. Coordination shall be through the Contracting Officer.

11.2 Work Performed Under Separate Contract. Work listed below is currently under separate contract or is scheduled to be awarded as a separate contract prior to completion of work under this contract. These contracts will be considered in the application of SECTION I, CLAUSE: OTHER CONTRACTS.

- (1) Crane Carrier
- (2) Phase F
- (3) Dam Gate Painting
- (4) Mechanical Dredging

12. PROJECT IDENTIFICATION SIGN. Upon commencement of work under this contract, the Contractor shall furnish and erect a project identification sign in a location selected by the Contracting Officer at the project site in accordance with the exhibits at the end of this section. The Contractor shall maintain the sign in good condition throughout the construction period and upon completion of the contract work remove the sign from the work site. All costs for erecting, maintaining, and removing the sign will be a subsidiary obligation of the Contractor without separate payment.

The "PROJECT DESCRIPTION" shall be as follows:

LOCK AND DAM 6

TREMPEALEAU WISCONSIN

The "PROJECT NAME" shall be as follows:

FIXED CREST SPILLWAY REHABILITATION

13. SAFETY SIGN. Upon commencement of work under this contract, the Contractor shall furnish and erect a safety sign in a location selected by the Contracting Officer at the project site in accordance with the exhibits at the end of this section. The Contractor shall maintain the sign in good condition throughout the construction period and upon completion of the contract work remove the sign from the work site. Removable numerals shall be furnished by the Contractor. All costs for erecting, maintaining, and removing the sign shall be a subsidiary obligation of the Contractor without separate payment.

14. FLOATING PLANT EQUIPMENT AND PERSONNEL shall comply with the applicable U.S. Coast Guard regulations and licensing requirements. Floating plant equipment shall meet the applicable requirements of 46 CFR Chapter 1 Subchapter E and 46 CFR 44.05-10.

15. NAVIGABLE WATERS. Floating vessels operating on the Mississippi River and its tributaries must be operated in accordance with 33 CFR 207.3, "Ohio River, Mississippi River above Cairo, Ill., and their tributaries; use, administration, and navigation."

16. SEWAGE AND BILGE WATER DISPOSAL. The Contractor's methods for disposal of sanitary sewage and bilge water, accumulated aboard floating plant equipment, shall meet applicable local, state, and Federal requirements.

17. SCHEDULE RESTRICTIONS. The Protected Waters Permit (copy attached in Section 00830) includes restrictions on the time period for construction activities to avoid disturbance of a nearby bald eagle nest.

18. PERMITS. The Contractor shall comply with the terms of the Protected Waters Permit and associated letter from the Minnesota Department of Natural Resources. A copy is included in Section 00830 for reference.

19. MEASUREMENT AND PAYMENT. The work required for dewatering will not be measured for payment and shall be performed on a Lump Sum basis, complete. All remaining work in this section will receive no separate payment and shall be included in the contract price for the work to which it pertains.

20. BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

Item

Units

01000-7

DACW37-03-B-0002

Dewatering

LS

-- END OF SECTION --

TABLE 1

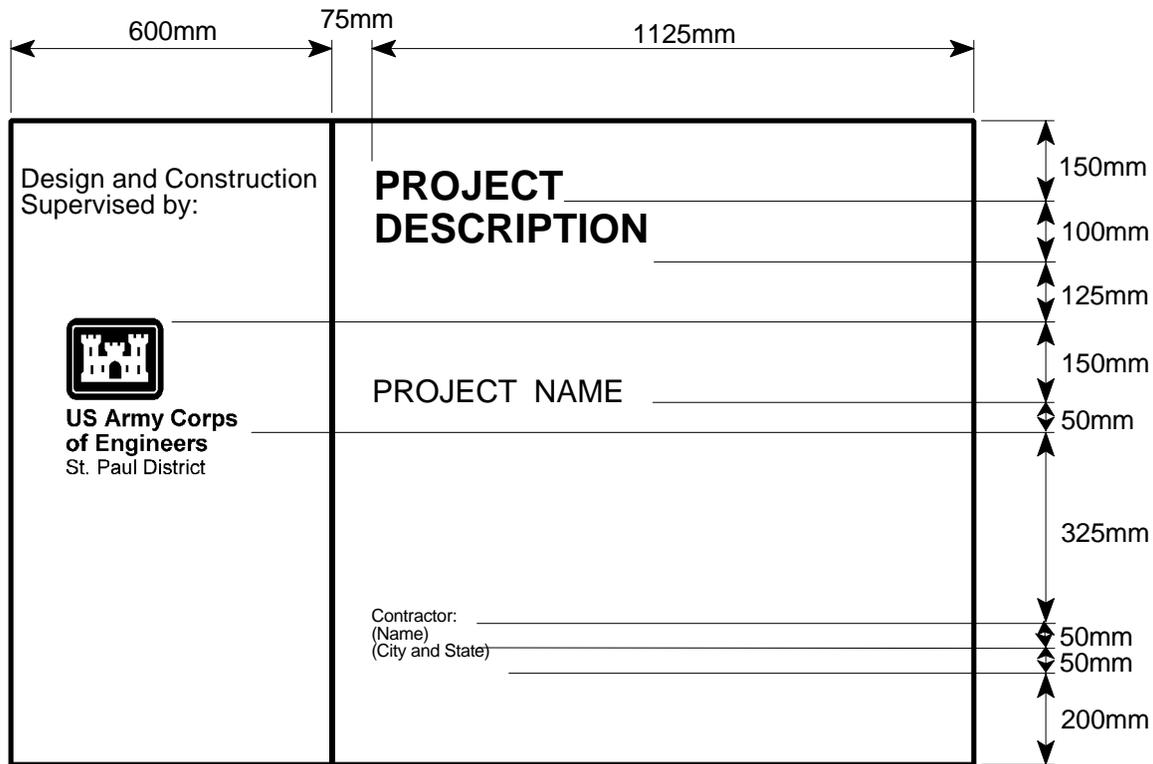
St. Paul District
Spring Opening and Fall Closing Dates

Lock and Dam No. 6

Year	Opening Date	Closing Date
1982	23 Mar	8 Dec
1983	3 Mar	14 Dec
1984	3 Mar	30 Nov
1985	17 Mar	5 Dec
1986	21 Mar	5 Dec
1987	9 Mar	1 Dec
1988	19 Mar	1 Dec
1989	27 Mar	24 Nov
1990	12 Mar	29 Nov
1991	21 Mar	24 Nov
1992	8 Mar	2 Dec
1993	21 Mar	27 Nov
1994	24 Mar	30 Dec
1995	12 Mar	28 Nov
1996	2 Apr	25 Nov
1997	26 Mar	25 Nov
1998	8 Mar	5 Dec
1999	7 Mar	10 Dec
2000	3 Mar	29 Nov
2001	28 Mar	6 Dec
2002	14 Mar	28 Nov

PROJECT SIGN

The graphic format for this 1.2m x 1.8m sign panel follows the legend guidelines and layout as specified below. The large 1.2m x 1.2m section of the panel on the right is to be white with black legend. A 0.6m x 1.2m decal provided by the Corps shall be placed on the left side of the sign panel.



Project Description:

One to three line project title legend describes the work being done under this contract.

Color: Black; Typeface: 75mm Helvetica Bold; Maximum line length: 1000mm.

Project Name:

One to three line identification of project or facility.

Color: Black; Typeface: 40mm Helvetica Bold; Maximum line length: 1000mm.

Cross-align the first line of PROJECT NAME with the first line of the Corps Signature as shown.

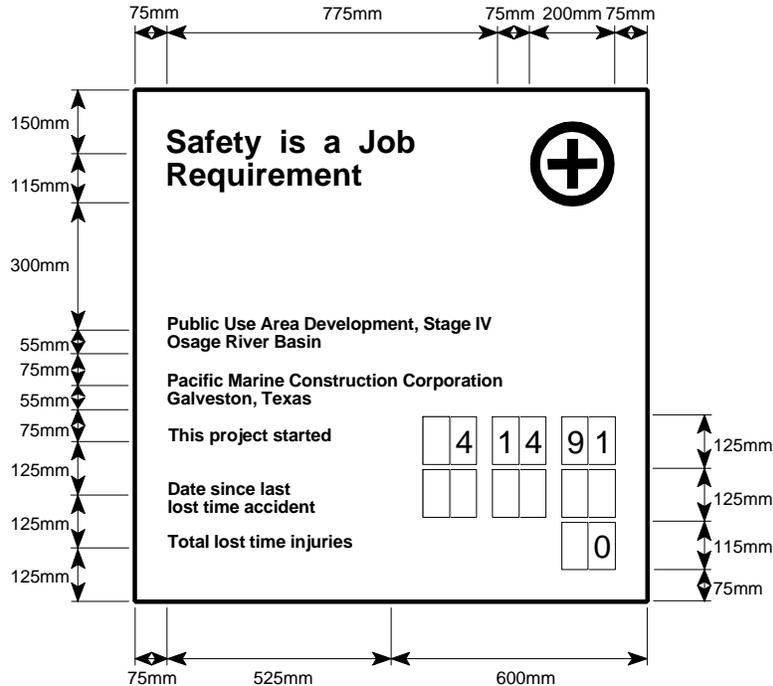
Contractor:

One to five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state.

Color: Black; Typeface: 30mm Helvetica Bold; Maximum line length: 500mm.

All typography is flush left and ragged right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps Standards (EP 310-1-6a and 6b).

SAFETY SIGN



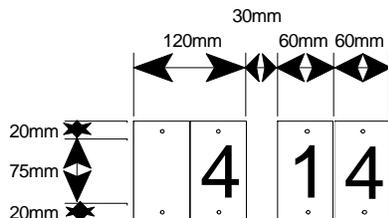
All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps Standards (EP 310-1-6a and 6b).

Legend Group 1: Standard two-line title "Safety is a Job Requirement" with (200mm O.D.) Safety Green First Aid logo. Typeface: 75mm Helvetica Bold; Color: Black.

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project. Typeface: 40mm Helvetica Regular; Color: Black; Maximum line length: 1000mm.

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address. Typeface: 40mm Helvetica Regular; Color: Black; Maximum line length: 1000mm.

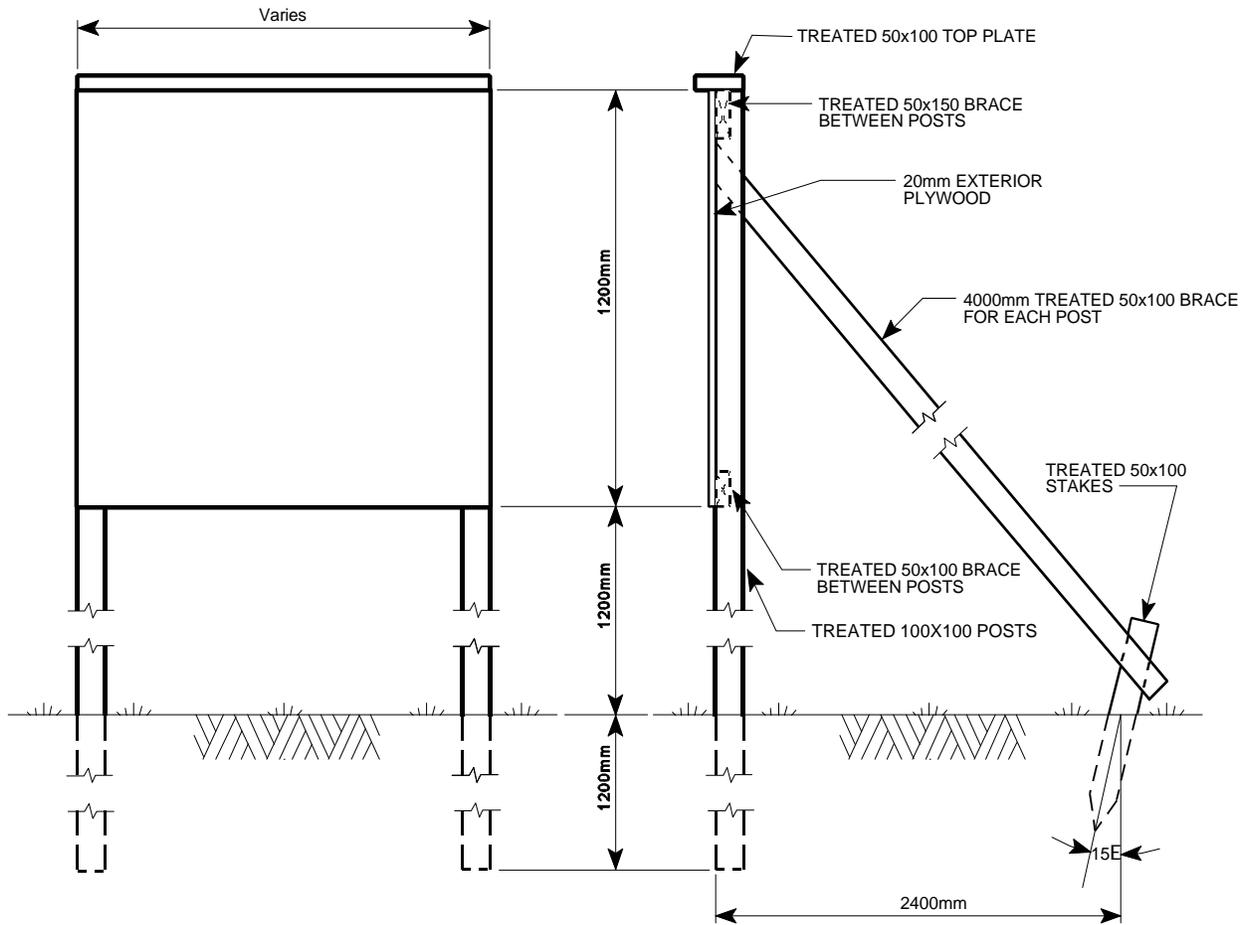
Legend Group 4: Standard safety record captions as shown. Typeface: 30mm Helvetica Regular; Color: Black.



Replaceable numbers are to be mounted on white 1.5mm aluminum plates and screw-mounted to Helvetica Regular; Color: Black; Plate size: 60mm x 115mm.

mounted on white 1.5mm aluminum background. Typeface: 75mm

SIGN ERECTION DETAILS



SECTION 01130
ENVIRONMENTAL PROTECTION

INDEX

<u>PARAGRAPH</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
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2	PRODUCTS - NOT USED	01130-2
3	EXECUTION	01130-2

SECTION 01130

ENVIRONMENTAL PROTECTION

1. GENERAL.

1.1 SCOPE. This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other Technical Provisions of these specifications. For the purpose of this specification, environmental pollution and damage is defined as 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 man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants.

1.2 NOT USED.

1.3 NOT USED.

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION 01305: SUBMITTAL PROCEDURES:

1.4.1 The Environmental Protection Plan shall include but not be limited to the following:

(1) Name(s) of person(s) within the Contractor's organization responsible for ensuring that the Environmental Protection Plan is adhered to.

(2) Name(s) of person(s) responsible for training the Contractor's environmental protection personnel.

(3) Description of the Contractor's environmental protection personnel training program.

(4) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, and historical, archaeological, and cultural resources.

(5) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

(6) Permits or licenses for, and the locations of, solid waste disposal areas.

(7) 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.

(8) Environmental monitoring plans for the job site including land, water, air, and noise monitoring.

(9) Traffic control plans.

(10) Methods of protecting surface and ground water during construction activities.

(11) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or non-use. Plan should include measures for marking the limits of use areas.

(12) Plan of borrow areas.

(13) Plans for restoration of landscape damage.

1.4.2 Implementation. Prior to ordering required materials/equipment or commencing construction work, the Contractor shall:

(1) Submit to the Contracting Officer an acceptable written Environmental Protection Plan;

(2) Obtain the Contracting Officer's written acceptance of the Environmental Protection Plan; and

(3) Meet with representatives of the Contracting Officer for the purpose of developing an understanding of the requirements and methods of administration of the Contractor's Environmental Protection Plan.

1.4.3 Compliance. Notwithstanding the requirements of this section and not withstanding approval by the Contracting Officer of the Contractor's Environmental Protection Plan, nothing herein shall be construed as relieving the Contractor of all applicable Federal, State, and local environmental protection laws and regulations.

1.5 MEASUREMENT AND PAYMENT. No separate payment or direct payment will be made for the cost of the work covered under this section and such work will be considered as a subsidiary obligation of the Contractor.

1.6 NOT USED.

2. PRODUCTS - NOT USED.

3. EXECUTION.

3.1 PERMITS. The Contractor shall comply with all requirements under the terms and conditions set out in permits obtained by the Contracting Officer for this contract. A copy of each permit obtained by the Contracting Officer for this contract is available for inspection in the Office of the District Engineer, Army Corps of Engineers Centre, 190 Fifth Street East, St. Paul, Minnesota 55101-1638. The Contractor shall obtain all required permits, other than those permits obtained by the Contracting Officer, and shall comply with all requirements of such permits.

3.2 SUBCONTRACTORS. Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor. The Contractor shall insure that its subcontractor's comply with the requirements of this section along with all appropriate Federal, State, and local laws, regulations, and requirements.

3.3 NOTIFICATION. The Contracting Officer will notify the Contractor in writing of observed noncompliance with the Federal, State, or local laws, regulations, permits, and elements of the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping (suspending) all or part of the work until satisfactory corrective action has been taken; no time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension. Failure of the Contracting Officer to notify the Contractor of any noncompliance with Federal, State, or local laws or regulations does not relieve the Contractor of the obligation to be in conformance with those requirements.

3.4 PROTECTION OF ENVIRONMENTAL RESOURCES. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine its activities to areas defined by the drawings and specifications. Environmental protection shall be as stated herein.

3.4.1 Protection Of Land Resources. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following.

3.4.1.1 Work area limits. Prior to any construction the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to the Contractor's personnel the purpose of marking and/or protection of all necessary objects.

3.4.1.2 Protection of landscape. Trees, shrubs, vines, grasses, land forms, and other landscape features indicated and/or specified to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.4.1.3 Reduction of exposure of unprotected erodible soils. Earthwork brought to final grade shall be finished as indicated and/or specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed features obscure borrow areas, quarries, and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonable sized increments as needed to use the areas developed as approved.

3.4.1.4 Temporary protection of disturbed areas. Methods shall be utilized as necessary to effectively prevent erosion and control sedimentation, including but not limited to the following:

(1) Retardation and control of run-off. Run-off from the construction site shall be controlled by construction of diversion ditches, benches, and berms

to retard and divert run-off to protected drainage courses, and any measures required by area wide plans approved under the Clean Water Act (33 u.s.c 1288).

(2) Sediment basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins in accordance with basin plans when shown on the drawings. The basins shall accommodate the run-off of a local design year storm. After each storm the basins shall be pumped dry and accumulated sediment shall be removed as necessary to maintain basin effectiveness. Overflow shall be controlled by paved weir or by vertical overflow pipe, draining from the surface.

The collected topsoil sediment shall be reused for fill on the construction site, and/or conserved (stockpiled) for use at another site or other sites. The Contractor shall institute effluent quality monitoring programs as required by Federal, State, and local environmental agencies.

3.4.1.5 Erosion and sedimentation control devices. The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features as indicated or as required. Temporary erosion and sediment control measures such as berms, dikes, drains, silt fencing, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.4.1.6 Location of field offices, storage, and other Contractor facilities. The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated. Temporary movement or relocation of Contractor facilities shall be made only upon approval.

3.4.1.7 Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.4.1.8 Spoil areas shall be managed and controlled to limit spoil to areas designated on the drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Spoil areas shall be developed in accordance with the grading plan indicated.

3.4.1.9 Temporary excavations and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

3.4.1.10 Disposal of solid wastes. Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

3.4.1.10.1 Disposal of solid waste by removal from the work areas. The Contractor shall transport all solid waste off the work areas and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.4.1.10.2 Disposal of solid waste. Waste materials shall be hauled to the disposal areas as required. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of disposal (landfill) areas.

3.4.1.11 Disposal of chemical waste. Chemical waste shall be stored in corrosion resistant containers, removed from the work areas, and disposed of in accordance with Federal, State, and local laws and regulations.

3.4.1.12 Disposal of discarded materials. Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

3.4.2 Preservation And Recovery Of Historical, Archaeological, And Cultural Resources. Existing historical, archaeological, and cultural resources within the Contractor's work areas will be so designated by the Contracting Officer and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources so designated on the drawings and shall be responsible for their preservation during this contract. If during construction activities the Contractor observes unusual items that might have historical or archaeological value, such observations shall be reported as soon as practicable to the Contracting Officer. The Contractor shall stop all activities in such areas until notified in writing by the Contracting Officer to continue performance.

3.4.3 Protection Of Water Resources. The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out herein shall be implemented to control water pollution by the listed construction activities which are included in this contract.

3.4.3.1 Washing and curing water. Waste waters directly derived from construction activities shall not be allowed to enter water areas. These waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates so that pollutants are separated from the water.

3.4.3.2 Cofferdam and diversion operations. The Contractor shall plan its operations and perform all work necessary to minimize adverse impact or violation of the water quality standards applicable to this contract. Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for fish and wildlife and impacts on water quality for downstream use.

3.4.3.3 Stream crossings shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of Federal, State, or local governments.

3.4.3.4 Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.4.4 Protection Of Fish And Wildlife Resources. The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

3.4.5 Protection Of Air Resources. The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with State air pollution statutes, rules, and regulations and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the United States Environmental Protection Agency shall be maintained for the construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.4.5.1 Particulates. Dust particles, aerosols, and gaseous by-products from all construction activities, and processing and preparation of materials such as from asphaltic batch plants, shall be controlled at all times including weekends, holidays, and periods when work is not in progress.

3.4.5.1.1 Particulate control. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned above to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouses, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient and competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.4.5.2 Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to be in compliance with Federal and State allowable limits at all times.

3.4.5.3 Odors shall be controlled at all times for all construction activities and processing and preparation of materials.

3.4.5.4 Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.4.6 Protection Of Sound Intrusions. The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment to within the levels specified in the "Safety and Health Requirements Manual" referenced in the clause "Accident Prevention" in SECTION: CONTRACT CLAUSES.

3.5 POST CONSTRUCTION CLEAN UP. The Contractor shall clean up areas used for construction.

3.6 RESTORATION OF LANDSCAPE DAMAGE. The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Environmental Protection Plan. This work shall be accomplished at the Contractor's expense and at no additional cost to the Government.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES. The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for the length of time construction activities create the particular pollutant.

3.8 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL. The Contractor shall train its personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

-- END OF SECTION --

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SECTION 01300

SUBMITTAL PROCEDURES

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2	PRODUCTS - NOT USED	01300-1
3	EXECUTION	01300-1

ATTACHMENTS

TRANSMITTAL FORM (ENG FORM 4025)

SUBMITTAL REGISTER (ENG FORM 4288) 2 pages

SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 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."

1.1.2 Information Only

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.

1.2 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 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.

1.3 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.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 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) representative and each item shall be stamped, signed, and dated by the CQC representative 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.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing 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. Columns "d" through "p" have been completed by the Government; the Contractor shall complete columns "a" through "c" and "r" through "w" and submit the forms to the Contracting Officer for approval within seven calendar days after Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 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 30 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.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. 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.

3.5 SUBMITTAL PROCEDURE

3.5.1 Submittal Copies

The Contractor shall submit 6 copies of each submittal (both government approved and for information only) unless otherwise indicated. Each transmittal shall address only one submittal item. Transmittals returned for resubmission shall be resubmitted in their entirety. When approved by the Contracting Officer, routine test reports and delivery tickets may be submitted with daily quality control reports in place of following submittal procedures under this section.

3.5.2 Submittal Register

The Contractor may, at its option, submit a computer-generated schedule in lieu of the manually-prepared schedule on ENG Form 4288. The format is subject to approval. The set of ENG Form 4288 at the end of this section is a SAMPLE listing MANY items of equipment and materials for which submittals are required.

This sample listing is not intended to be all-inclusive. This submittal listing and the submittal data provided shall be reviewed by the Contractor. The Contractor shall include any additions and revisions to this listing in the ENG Form 4288 submitted for Government approval. A minimum of 30 calendar days shall be allowed for review and approval of the ENG Form 4288.

3.5.3 Schedule

The submittal register shall provide for a maximum of 10 shop drawings per calendar week to be submitted for review for each of the categories of mechanical, electrical, and structural. Omissions from the attached sample submittal register shall not relieve the Contractor from providing all required submittals. The Contractor's Quality Control representative shall certify each submittal and insert the appropriate action code in column "g" of the transmittal form ENG Form 4025. Shop drawings require Government approval. Shop drawings shall be submitted with ample time to secure Government approval prior to the time the items covered thereby are to be delivered to the site. Additional time should be allowed for possible resubmittal. Materials fabricated or delivered without Government approval of the shop drawing will be subject to rejection.

3.5.4 Shop Drawings

Shop drawings shall be reproductions on high quality paper with clear legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines. Shop drawing quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of the Contractor, contract number, name and location of project, and name of the item of work or structure to which the shop drawing applies. Where materials are stock with the manufacturers, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. Catalog data must be supplemented as necessary to include all pertinent data to verify conformance to the contract documents. When catalog data includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer.

3.5.5 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.

3.6 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."

3.7 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. Five copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the stamp at the end of this section.

3.10 CONTRACTOR RECORD DRAWINGS

The Contractor shall maintain a separate set of marked-up full-scale contract drawings indicating as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. Revisions shall be shown on all drawings and details related to the changed feature. These drawings shall be neatly prepared with clear legible print. Deleted items shall be indicated in red and added items or changed locations shall be shown in green.

An as-built field survey of all utilities shall be conducted after installation to determine the final locations and elevations of all utility structures such as manholes, catch basins, hydrants, gate valves, cleanouts, service connections, and other special controls or structures. Final elevations shall be determined for all sewer inverts and castings. Locations shall be shown using the same convention as the original contract drawings (typically stationing and offset from known centerline). If no convention is used in the contract drawings, locations shall be tied to as least 2 permanent landmarks.

The marked-up drawings shall be maintained current and furnished to the Contracting Officer within 30 days after the required contract completion date.

3.11 OPERATION & MAINTENANCE (O&M) MANUALS

O&M manuals shall be delivered to the Contracting Officer within 30 days after delivery to the contract site of an item, unless another time for delivery is set forth elsewhere in the specifications.

3.12 AS-BUILT DRAWINGS.

Upon completion of work under this contract, the Contractor shall furnish five (5) complete sets of prints or two (2) complete sets of reproducibles of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

-- END OF SECTION --

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER (ER 415-1-10)																			CONTRACT NO. DACW37-03-B-0002						
TITLE AND LOCATION: FIXED CREST SPILLWAY REHABILITATION, DAM NO. 6											CONTRACTOR				SPECIFICATION SECTION										
ACTIVITY NO.	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL													CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS
					D A T A	D R A W I N G S	I N S T R U C T I O N S	S C H E D U L E S	S T A T E M E N T S	R E P O R T S	C E R T I F I C A T E S	S A M P L E S	R E C O R D S	I N F O R M A T I O N O L N Y	G O V A R E P R M O E V E N E N T	R E V I E W E R	S U B M I T	A P P R O V A L N E E D E D B Y	M A T E R I A L N E E D E D B Y	C O D E	D A T E	S U B M I T T O G O V E R N M E N T	C O D E	D A T E	
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.
			00800	Accident Prevention Plan						X					X										
			01000-5	Warranties							X				X										
			01000-5.5	Dewatering Plan						X					X										
			01130-1.4.1	Environmental Protection Plan						X					X										
			01300-3.2	Submittal Register						X						X									
			01300-3.10	As-Built Record Drawings		X										X									
			01300-3.11	O&M Manuals						X					X										
			01300-3.11	As- Built shop Drawings		X										X									
			01440-1.3	Laboratory Quality Management Manual						X					6										
			01440-3.2.1	Contractor Quality Control Plan						X					X										
			02271-1.4.1	Gradation and Testing Procedures	X					X					X										
			02271-1.4.2	Material Sources						X						X									
			02271-1.4.3	Test Results	X					X					X										
			02272-1.4.1	Disposal Areas						X					X										
			02361-1.4.1	Equipment Descriptions	X					X					X										
			02361-1.4.2	Shop Drawings	X	X									X										
			02361-1.4.3.1	Piling Certificate							X				X										
			02361-1.4.3.2	Welding Certifications							X				X										
			02400-1.4.1	Foundation Investigation Program	X	X	X	X	X	X					X	X									
			02400-1.4.2	Probe Hole Records											X	X									
			03100-1.4.1	Contractor's Concreteing PPlan	X			X	X						X										
			03100-1.4.2	Test Reports	X					X					X										
			03100-1.4.3	Manufacturer's Certificate						X					X										
			03100-1.4.4	Cold Weather Requirements						X					X										

SUBMITTAL REGISTER (ER 415-1-10)																			CONTRACT NO. DACW37-03-B-0002						
TITLE AND LOCATION: FIXED CREST SPILLWAY REHABILITATION, DAM NO. 6											CONTRACTOR					SPECIFICATION SECTION									
ACTIVITY NO.	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS			
					D A T A	D R A W I N G S	I N S T R U C T I O N S	S C H E D U L E S	S T A T E M E N T S	R E P O R T S	C E R T I F I C A T E S	S A M P L E S	R E C O R D S	I N F O R M A T I O N O L N Y	G O V A R E P R M O V E M E N T	R E V I E W E R	S U B M I T	A P P R O V A L N E E D E D B Y	M A T E R I A L N E E D E D B Y	C O D E	D A T E		S U B M I T T O G O V E R N M E N T	C O D E	D A T E
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.
			03100-1.4.5	Hot Weather Requirements						X					X										
			03200-1.4.1	Formwork Design	X	X									X										
			03300-1.4.1	Shop Drawings	X	X	X	X	X						X										
			03300-1.4.2	Test Reports	X					X					X										
			03300-1.4.3	Disposition Records						X					X										
			03400-1.4.1	Concrete Removal Procedures						X					X										
			03500-1.4.1	Test Reports						X					X										
			03500-1.4.2	Samples								X			X										
			03600-1.4.1.1	Non-shrink Grout, Literature, P Lan	X		X								X										
			03600-1.4.1.2	Testing Results	X					X					X										
			03600-1.4.1.3	Ingredients	X				X						X										
			03700-1.4.1	Certificates of Compliance							X				X										
			03700-1.4.2	Technical Data	X					X															
			03700-1.4.3	Strength Data	X					X															

SUBMITTAL REGISTER (ER 415-1-10)																			CONTRACT NO. DACW37-03-B-0002							
TITLE AND LOCATION: FIXED CREST SPILLWAY REHABILITATION, DAM NO. 6											CONTRACTOR					SPECIFICATION SECTION										
ACTIVITY NO.	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS	
					DRAWINGS	INSTALLATIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	INFORMATION	GOVERNMENT	REVIEWER	DATE	DATE	DATE	DATE	DATE						
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format.

Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

Particular attention is directed to other clauses which have a direct relationship to the reporting to be accomplished through QCS:

- 52.236-15 Schedules for Construction Contracts,
- 52.232-5 Payments Under Firm Fixed Price Construction Contracts,
- Section 01320, PROJECT SCHEDULE,
- Section 01330, SUBMITTAL PROCEDURES,
- Section 01451, CONTRACTOR QUALITY CONTROL

There is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the

Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed at the Contractor's QC System Manager

Training classes.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted with file attachments, e.g., daily reports, schedule updates, payment requests. The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, and management staff. The Contractor shall deliver Contractor administrative data in electronic format prior to the preconstruction conference.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. The Contractor shall deliver subcontractor administrative data in electronic format prior to the preconstruction conference.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC

comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data with file attachment(s). A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies

it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts"[, and Section 01320, PROJECT SCHEDULE]. This schedule shall be input and maintained in the RMS-QC database. The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION

The Contractor shall submit updates, payment requests, correspondence and other data in the format directed by the Contracting Officer. Submission formats available include diskettes, CD-ROM, or E-mail. Generally, E-mail is preferred for submissions from the Contractor's home office, and diskette or CD-ROM is preferred for submissions from the contractor's field office.

Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

SECTION 01440

CONTRACTOR QUALITY CONTROL

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SECTION 01440

CONTRACTOR QUALITY CONTROL

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.

1.3 SUBMITTALS

Laboratory Quality Management Manual(s); As specified in Paragraph: TESTS; Subparagraph: Testing Laboratories, Subparagraph: Capability Check.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "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 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 quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 calendar days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 calendar days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will 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 01300 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each

specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be inspected and approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will 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 and has separate control requirements. It could be identified by different trades or disciplines, or it could 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 feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

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

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address

deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work 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 have a minimum of 5 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties outside of CQC system manager. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 Not Used.

3.4.4 Additional Requirement.

In addition to the above experience and education requirements, the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course will be periodically offered through the Government in the Minneapolis - St. Paul, Minnesota metropolitan area.

3.4.5 Organizational Changes

The Contractor shall maintain his 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

Submittals shall be made as specified in Section 01300 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

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 or 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 testing laboratory meeting the requirements listed under PARAGRAPH: CAPABILITY CHECK, or establish a testing laboratory at the project site meeting the requirements listed under PARAGRAPH: CAPABILITY CHECK. 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, will 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 will 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 will 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. The Contractor shall submit for each laboratory proposed to be used for testing, including on-site project labs, a Quality Management Manual from the laboratory as per the requirements of ASTM D 3740 and E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1000.00 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 On-Site 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 will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers. Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the Government that the facility is complete and is ready for the Government's "Prefinal" inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Prefinal Punch List" will 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 and so notify the Government so that a "Final" inspection with the customer can be scheduled. Any items noted on the "Final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, his superintendent or other primary management person and the contracting Officer's representative will be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will

be formally scheduled by the Contracting Officer based upon results of the pre-final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being acceptable, 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 entitled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the

work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after 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 seven 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 for the CONSTRUCTION QUALITY CONTROL MANAGEMENT REPORT include:

- a. CONTRACTOR PRODUCTION
- b. CQC REPORT
- c. PREPATORY PHASE CHECKLIST
- d. INITIAL PHASE CHECKLIST

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 worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

01440-13

DACW37-02-B-0005

Preparatory Phase Checklist

Contract No.: _____ Date: _____
Definable Feature: _____ Spec Section: _____
Government Rep Notified _____ Hours in Advance Yes _____ No _____

I. Personnel Present.

	<u>Name</u>	<u>Position</u>	<u>Company/Government</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

(List additional personnel on reverse side)

II. Submittals.

1. Review submittals and/or submittal log 4288. Have all submittals been approved? Yes _____ No _____

If No, what items have not been submitted?

- a. _____
- b. _____
- c. _____

2. Are all materials on hand? Yes _____ No _____

- a. _____
- b. _____
- c. _____

3. Check approved submittals against delivered material. (This should be done as material arrives).

Comments:

III. Material Storage.

Are materials stored properly? Yes _____ No _____

If No, what action is taken? _____

Preparatory Phase Checklist (Cont'd)

IV. Specifications.

1. Review each paragraph of specifications.

2. Discuss procedure for accomplishing the work.

3. Clarify any differences.

V. Preliminary Work.

Ensure preliminary work is correct.

If not, what action is taken? _____

VI. Testing.

1. Identify test to be performed, frequency, and by whom. _____

2. When required? _____

3. Where required? _____

4. Review Testing Plan. _____

5. Has test facilities been approved? _____

VII. Safety.

1. Review applicable portion of EM 385-1-1. _____

2. Activity Hazard Analysis approved? Yes _____ No _____

- VIII. Corps of Engineers comments during meeting. _____

CQC System Manager

Initial Phase Checklist

Contract No.: _____ Date: _____

Definable Feature: _____

Government Rep Notified: _____ Hours in Advance Yes _____ No _____

I. Personnel Present:

	<u>Name</u>	<u>Position</u>	<u>Company/Government</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

(List additional personnel on reverse side)

II. Identify full compliance with procedures identified at preparatory. Coordinate plans, specifications, and submittals.

Comments: _____

III. Preliminary Work. Ensure preliminary work is complete and correct. If not, what action is taken? _____

IV. Establish Level of Workmanship.

1. Where is work located? _____
2. Is a sample panel required? Yes _____ No _____
3. Will the initial work be considered as a sample? Yes _____ No _____
(If yes, maintain in present condition as long as possible).

V. Resolve any Differences.

Comments: _____

VI. Review job conditions using EM 385-1-1 and job hazard analysis.

Comments: _____

CQC System Manager

SECTION 02271
STONE PROTECTION

INDEX

<u>PARAGRAPH</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1	GENERAL	02271-1
2	PRODUCTS	02271-2
3	EXECUTION	02271-5
	GRADATION ANALYSIS WORKSHEET	02271-7

ATTACHMENTS

RIPRAP GRADATION CURVE, TYPE A
RIPRAP GRADATION CURVE, TYPE B
ENG FORM 4055

SECTION 02271

STONE PROTECTION

1. GENERAL.

1.1 SCOPE. This section covers material and placement requirements for the riprap and bedding at the abutments of the fixed crest spillway and at the notch in the fixed crest spillway. It also covers required foundation preparation prior to placement of the stone protection.

1.2 Not Used

1.3 APPLICABLE PUBLICATIONS. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U. S. Army Corps of Engineers, Engineer Manual (EM).

EM 1110-2-1906 Laboratory Soils Testing (Nov 70) change 1
(May 80) and change 2 (Aug 86).

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136 (2001) Standard Test Method For Sieve Analysis Of Fine
And Coarse Aggregates

MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)

MNDOT 3138 Aggregates for Surface and Base Courses, Standard
Specification For Construction

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION 01300: SUBMITTAL PROCEDURES:

1.4.1 Gradation and testing procedures as specified in PARAGRAPH: TESTS FOR GRADATION AND SHAPE.

1.4.2 Material sources as specified in PARAGRAPH: SOURCES AND EVALUATION.

1.4.3 Test results as specified in PARAGRAPH: TESTS FOR GRADATION AND SHAPE.

1.5 MEASUREMENT AND PAYMENT.

1.5.1 Measurement. Riprap and bedding and MNDOT Class 1 aggregate used to chink riprap shall be weighed on accurate, approved scales furnished or made available by the Contractor. MNDOT Class 1 aggregate placed under and alongside the sidewalk will not be measured for separate payment. Before being approved for use, the scales shall be tested by the Department of Weights and Measures or by a reliable scale servicing company so as to operate within a degree of error not greater than one percent and be sensitive to a change in load of 1/5 of one percent, both percentages being used on the total required weight of material normally weighed as a unit on the scale. Scales shall be spot checked for accuracy and sensitivity at least once each week as the work progresses. When materials are weighed in hauling vehicles, gross weights shall be checked and the vehicle tare weight determined as often as the Contracting Officer directs. The Contractor shall furnish such weights, accessories, and assistance as the Contracting Officer may require for making weighing equipment tests.

1.5.1.1 Weighing operations shall be performed offsite, as approved, in the presence of a representative of the Contracting Officer. The Contracting Officer reserves the right to waive his/her presence during weighing operations. Each load shall be accompanied by duplicate copies of delivery tickets certified by the weighmaster. As a minimum, each ticket shall contain the following information:

- (1) Date and time.
- (2) Vehicle number.
- (3) Gross weight.
- (4) Vehicle tare weight.
- (5) Net weight.
- (6) Material weight.
- (7) Signature of weighmaster.

Delivery tickets shall be collected by the Contractor and one copy thereof furnished to the Contracting Officer at the close of each day's operation.

1.5.2 Payment for riprap and bedding and for MNDOT Class 1 aggregate used to chink the riprap shall be by the metric tonne (MT) equal to 1000 kg (2200 pounds) of material acceptably placed within the tolerances specified. Payment shall constitute full compensation for all work specified in this section, including surveys, foundation preparation, excavation for the placement of bedding and riprap, disposal of excavated material as specified, delivery and placement of new materials as shown and specified. MNDOT Class 1 aggregate placed under and along side of the sidewalk will not be measured for separate payment and all costs shall be included in the price bid for the item to which the work pertains.

1.5.2.1 Deductions. All riprap and bedding permitted by the Contracting Officer to remain outside of the tolerances specified will be deducted from the quantity to be paid for. Volume of excess material will be computed using the average-end-area of excess above the tolerance line. The excess volume will be deducted from the payment quantity at a rate of 1.66 metric tonnes per cubic meter (1.35 tons per cubic yard), regardless of actual weight.

1.5.3 Measurement and Payment for Removals. Items designated on the drawing to be removed from the embankment will not be measured for separate payment and all work associated with removals shall be done at no additional cost. Costs shall be included incidental to other items of work.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Riprap Type A	MT
Riprap Type B	MT
Bedding	MT
MNDOT Class 1 Aggregate	MT

2. PRODUCTS.

2.1 Riprap shall be a durable quarried stone of suitable quality to ensure permanence in the Upper Mississippi River environment. Stone shall be free from

cracks, seams and other defects that would unduly increase its deterioration from natural causes.

2.1.1 Specific gravity. Stone shall have a specific gravity of not less than 2.55 and not more than 2.75.

2.1.2 Shape. Neither the breadth nor thickness of any individual stone shall be less than one-third its length.

2.1.3 Gradation.

2.1.3.1 Riprap shall be reasonably well graded within the limits shown on the riprap gradation curve located at the end of this section. The stone shall be reasonably well graded within these specified limits to permit construction of relatively dense and impervious riprap blankets. Inclusion of objectionable quantities of dirt, sand, clay, rock fines or other deleterious materials will not be allowed.

2.1.3.2 Bedding shall meet the following gradation:

Bedding Gradation Table

<u>Sieve Designation</u>	<u>Percentage Passing by Weight</u>
150 mm	100
100 mm	79-100
75 mm	71-88
38 mm	54-71
19 mm	38-54
9.5 mm	22-38
4.75 mm	7-22
2.00 mm	0-5

2.1.3.3 MNDOT Class 1 aggregate shall meet the gradation and material requirements as indicated in MNDOT 3138.

2.1.4 Processing. Included in the Contractor's Plan of Operations submittal, as specified in SECTION 01000: GENERAL, the Contractor shall indicate a method of processing riprap at the quarry that will preclude the inclusion of objectionable amounts of fine material or organic matter. All riprap shall be processed in accordance with the method approved.

2.2 SOURCES AND EVALUATION. Stone materials shall be produced from the sources listed in CONTRACT CLAUSE: MATERIAL SOURCES. If the Contractor proposes to furnish materials from a source not listed, the Government geologist will make such investigations and evaluations as necessary to determine whether or not materials meeting the requirements of this project can be produced from the proposed source. The Contractor shall be responsible for making his own investigations for sources of suitable materials and for making his own arrangements with the owners of the quarries or land for procuring the required quantities of suitable materials. Sources from which the Contractor proposes to obtain the materials shall be selected and submitted at least 60 days in advance of the time when the material will be required in the work.

2.2.1 No Riprap shall be used from any river facing bluffs that are visible from the Mississippi River.

2.3 TESTS FOR ACCEPTABILITY.

2.3.1 Quality tests and service records will be used to determine the acceptability of stone materials. In the event suitable test reports and satisfactory service records are not available, as in the case of newly operated sources, the materials will be tested to determine acceptability. Tests to which the materials may be subjected include petrographic analysis, specific gravity, soundness, abrasion, absorption, freezing and thawing, and other tests considered necessary to demonstrate acceptability. Tests will be made by, or under the supervision of, the Government and at the Government's expense.

2.3.2 Samples. If directed, suitable samples of materials shall be submitted prior to delivery of materials to the work site. Unless otherwise directed, samples shall be obtained by the Contractor, in the presence of the Contracting Officer, and delivered at the Contractor's expense to a point designated by the Contracting Officer, at least 30 days in advance of the date that the stone protection is expected to begin. The materials must be approved by the Contracting Officer before commencing placement.

2.4 TESTS FOR GRADATION AND SHAPE.

2.4.1 Riprap. Tests shall be performed by and at the expense of the Contractor. Testing shall be under the direction of the Contracting Officer, unless waived. Gradation test results shall be submitted on ENG Form 4055 and on the Gradation Analysis Worksheet provided at the end of this section. One sample for each type of material shall be taken from stockpiled materials and the remaining samples shall be taken from loads prior to dumping or from in-place material, when and where directed. Prior to placing materials, the Contractor shall submit proposed testing and procedures. The Contractor shall state, in writing, methods of processing and handling samples and shall notify the Contracting Officer immediately when production methods are changed. A minimum of 5 weight classes shall be used in the gradation testing. The Contractor shall select weight classes to yield approximately 75, 50 and 30 percent finer by weight gradation points. The Contractor shall weigh that portion smaller than 100 mm (4 inches) in each sample of riprap and indicate that weight in the total weight of the gradation test sample. Determination of the gradation of riprap material smaller than 100 mm (4 inches) is not required.

2.4.2 Bedding gradation shall be determined in accordance with ASTM C 136.

2.4.3 MNDOT Class 1 aggregate gradation shall be determined in accordance with MNDOT 3138.

2.4.4 Testing results shall be submitted to the Contracting Officer immediately after testing completion. The minimum sample size for tests shall be as follows:

<u>Material</u>	<u>Minimum Sample Size</u>
Riprap (each type)	6 metric tonnes.

2.4.5 Frequency. The minimum gradation tests shall be performed as follows. The Contractor shall take as many additional tests under the Contractor's quality control program as is needed to ensure that the gradation is being met. Tests performed on materials that do not meet requirements will not be counted as part of the minimum required.

<u>Material</u>	<u>Minimum Number of Tests</u>
-----------------	--------------------------------

Riprap (each type)	1 test prior to placement, and 1 test per 2,000 metric tonnes or fraction thereof.
Bedding	1 test prior to placement, and 1 test per 700 metric tones or fraction thereof.
MNDOT Class 1 aggregate	1 test prior to placement.

2.4.6 Corrective Action. If materials fail to meet gradation or shape requirements, the Contractor shall adjust his operations and verify with necessary tests that acceptable materials are being produced, or he shall propose another source and verify, with necessary tests, that acceptable material can be produced from that source. Payment will not be made for material which fails to meet requirements. Material already in place that fails to meet requirements will be removed by the Contractor at no additional cost to the Government.

3. EXECUTION.

3.1 FOUNDATION PREPARATION. Foundation areas shall be cleared of woody vegetation materials that could prevent proper placement of stone protection materials. Removal of driftwood, snags, wood debris and brush within the limits of stone protection construction shall be considered part of the stone protection construction process and shall be disposed of in accordance with SECTION 01000: GENERAL. Immediately prior to placing stone protection materials, the foundation area will be inspected by the Contracting Officer and no material shall be placed thereon until that area has been approved.

3.1.1 Excavation. Excavation prior to placement of stone protection materials shall be accomplished where indicated on the drawings. Excavation shall be accomplished such that the stone protection materials can be placed to the tolerances indicated. All excavated rock materials are to be disposed of in a stockpile on the downstream side of the embankment within the work limits at the specific location as directed by the Contracting Officer. All excavated silt materials shall be disposed of by spreading in a 150 to 300 mm thick layer on the downstream side of the embankment at the specific location as directed by the Contracting Officer.

3.1.2 Removals. The drawings indicated several items to be removed from the embankment including sign posts, water gauges, and light standards. Such items shall be completely removed and disposed of in accordance with these specifications. Voids left in the embankment from the removal shall be completely filled with material similar to the adjacent materials and shall be compacted to the density of the adjacent materials.

3.2 PLACEMENT AND TOLERANCES.

3.2.1 Riprap shall be constructed to the lines and grades shown or established within a tolerance of 150 mm (6 inches) above and 75 mm (3 inches) below the prescribed grade, except either extreme shall not be continuous over an area greater than 18 square meters (200 square feet). Riprap used for slope protection shall be placed to the full surface course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing riprap used for slope protection in layers shall not be permitted. All riprap shall be placed in such a manner as to produce a mass of unsegregated stone with maximum interlocking and stone to stone contact and a minimum of voids. The finished mass shall be free from pockets of small stones, clusters of larger

stones and excessive voids. Placing riprap by dumping into chutes or by similar methods likely to cause segregation shall not be permitted. The Contractor shall maintain the riprap protection until accepted, and displaced material must be replaced by the Contractor at no additional cost to the Government.

3.2.2 Riprap to be placed under water shall meet gradation requirements in the bucket or container used for placing, and shall be placed in a systematic manner so as to ensure a continuous uniform layer of well-graded stone of the required thickness. Stone to be placed under water shall not be cast across the surface of the water.

3.2.3 Bedding shall be placed to the thickness indicated on the drawing with a tolerance of plus 50 mm (2 inches).

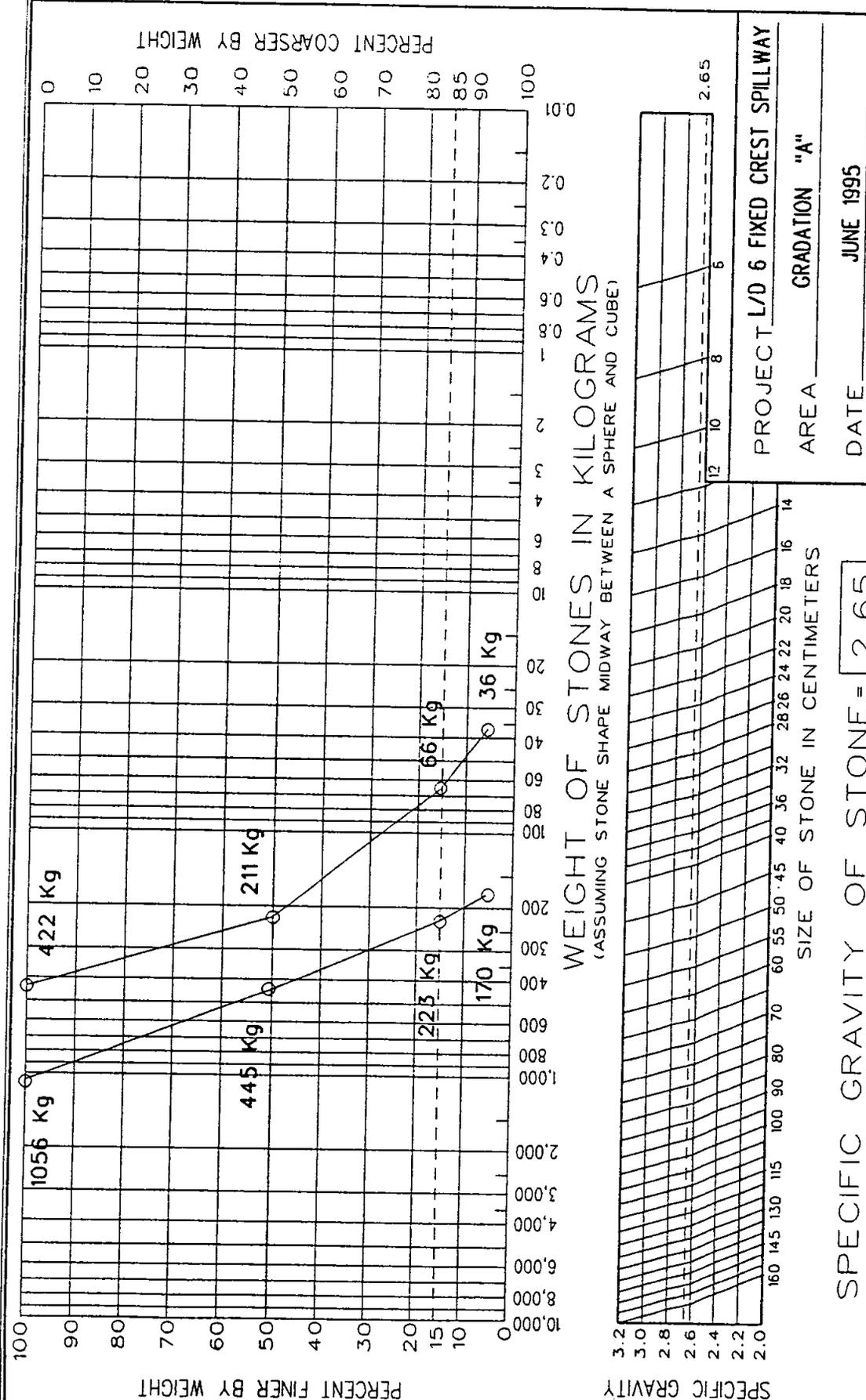
3.2.4 MNDOT Class 1 aggregate placed under and alongside the sidewalk shall be placed in accordance MNDOT 3138. MNDOT Class 1 aggregate used to chink riprap shall be placed in such a manner so as to fill the voids in the riprap.

3.3 QUALITY CONTROL. The Contractor shall establish and maintain quality control for work under this section to ensure compliance with contract requirements and maintain records of his quality control for all construction including, but not limited to, the following:

- (1) Quality of materials.
- (2) Gradation and shape.
- (3) Foundation preparation.
- (4) Elevations of all underlying materials.
- (5) Uniformity of in place materials.
- (6) Finished elevations of all materials.

Quality control shall be in accordance with Section: CONTRACTOR QUALITY CONTROL. A copy of the records of inspections and tests, as well as the records of corrective actions taken, shall be furnished to the Government.

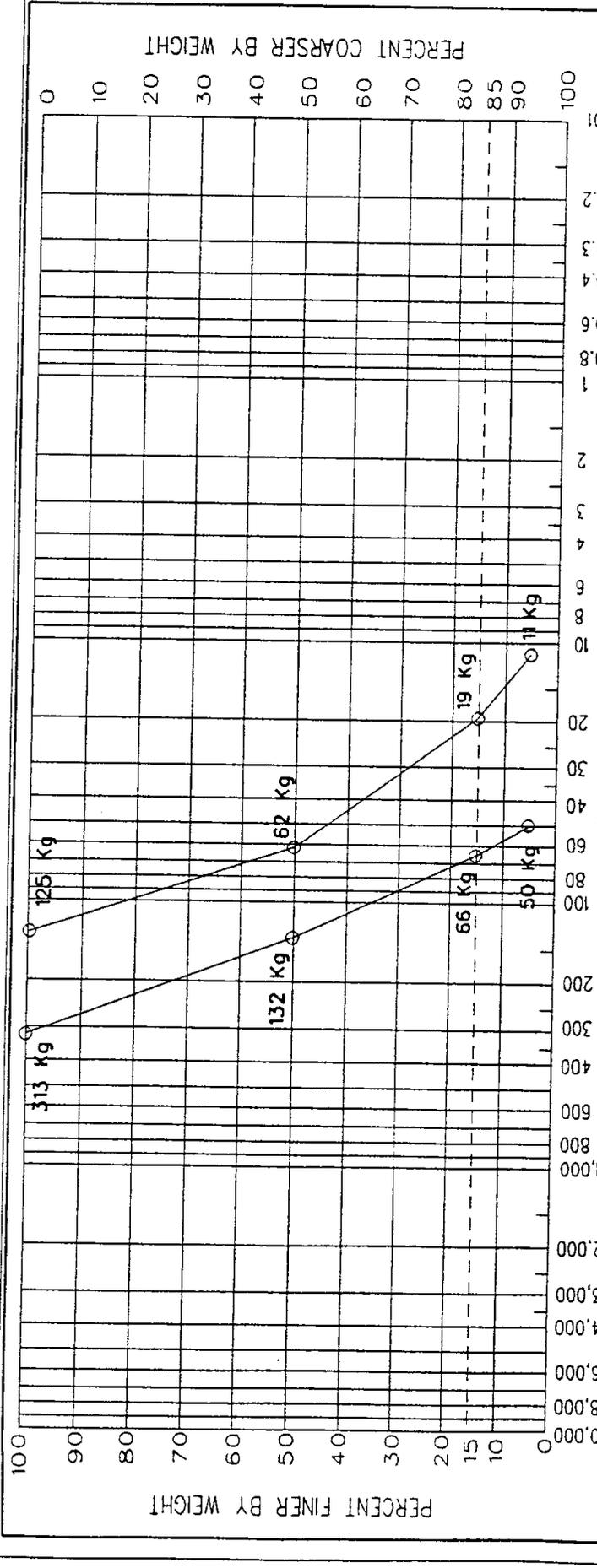
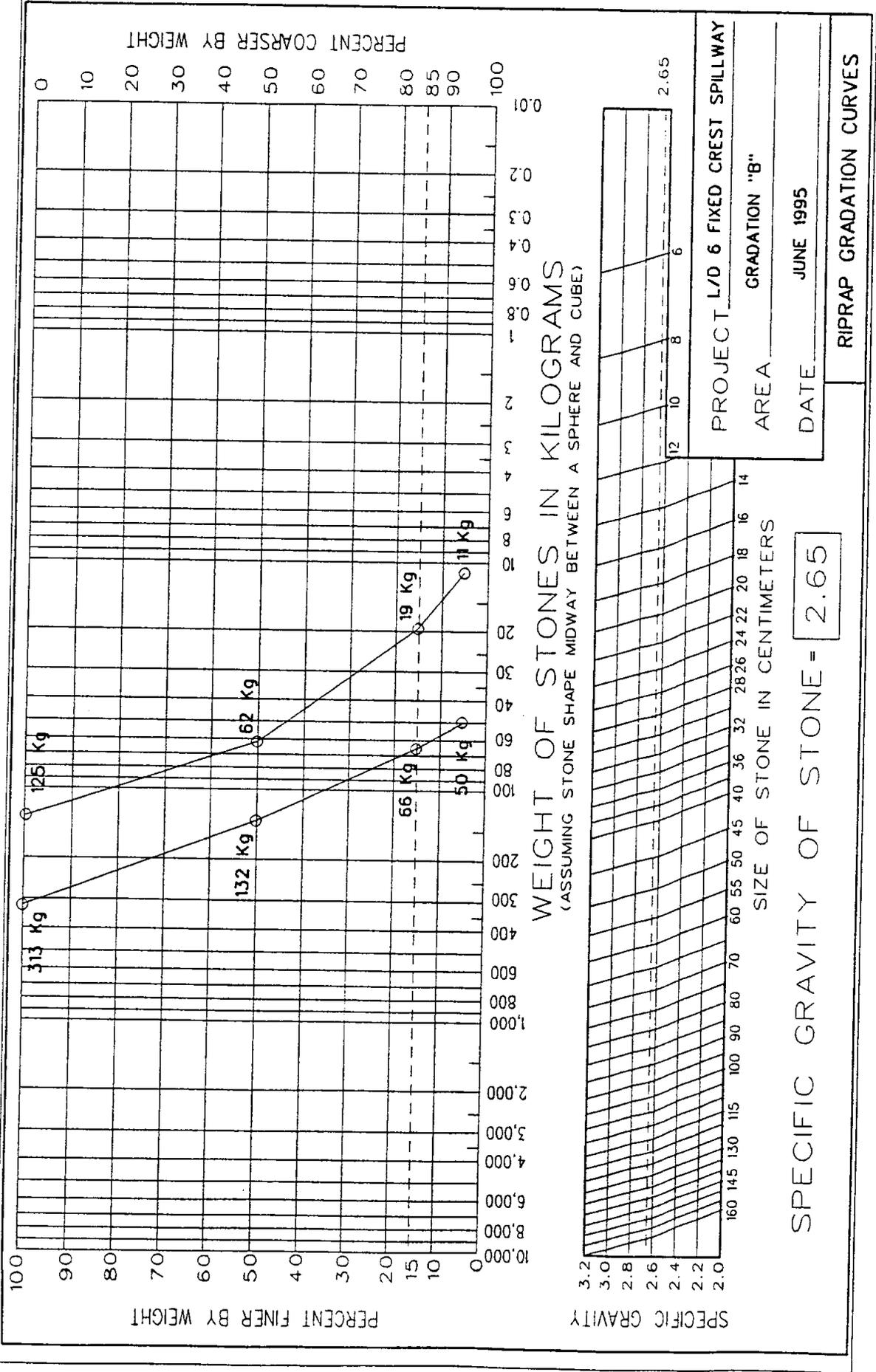
-- END OF SECTION --



SPECIFIC GRAVITY OF STONE = 2.65

PROJECT L/D 6 FIXED CREST SPILLWAY
 AREA GRADATION "A"
 DATE JUNE 1995

RIPRAP GRADATION CURVES



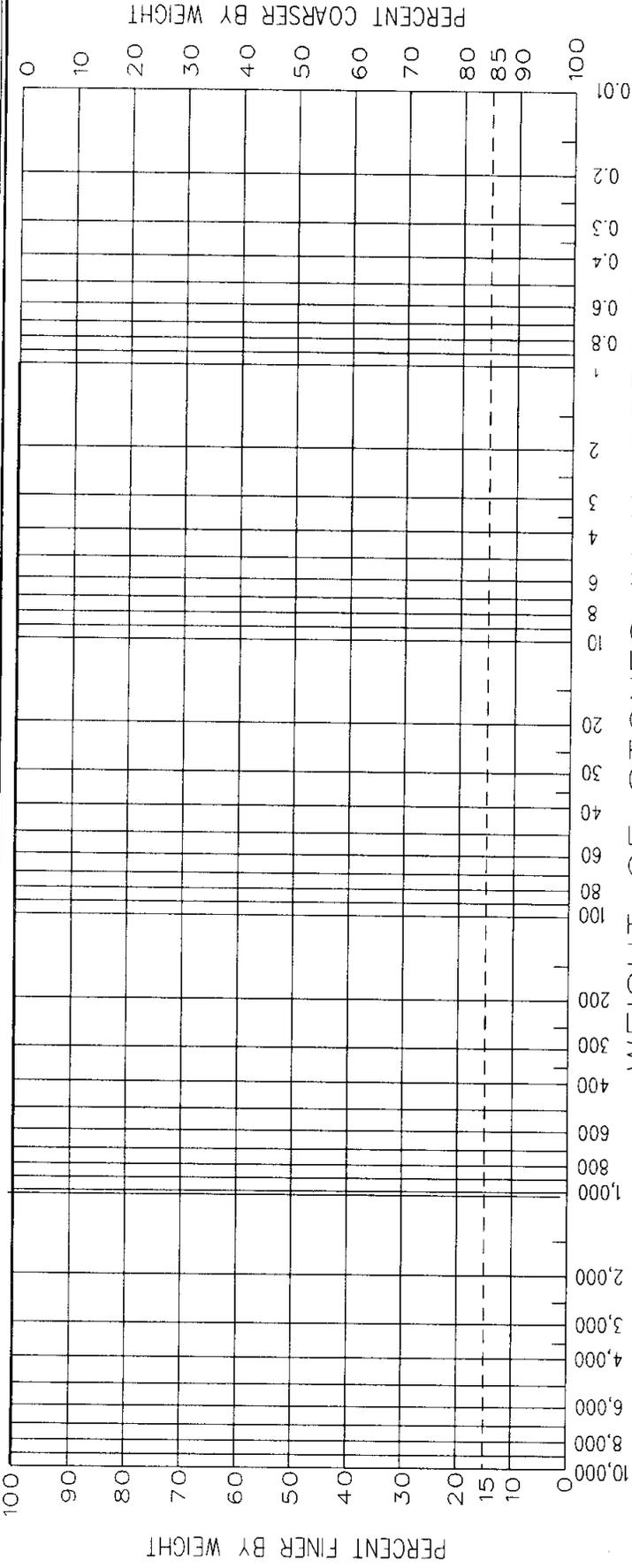
PROJECT L/D 6 FIXED CREST SPILLWAY

AREA GRADATION "B"

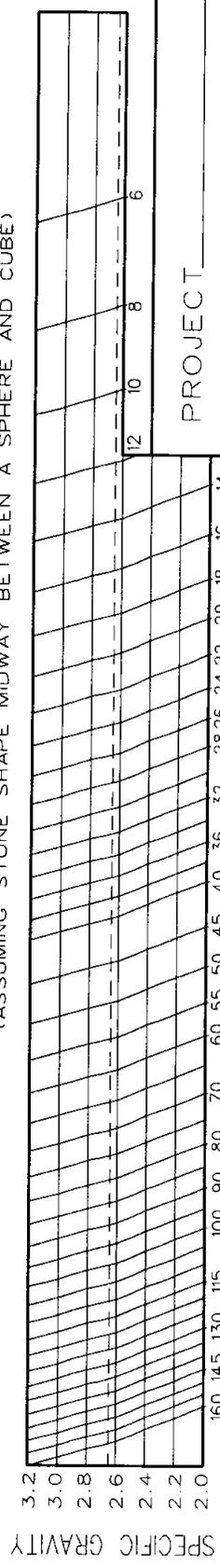
DATE JUNE 1995

RIPRAP GRADATION CURVES

SPECIFIC GRAVITY OF STONE = 2.65



WEIGHT OF STONES IN KILOGRAMS
 (ASSUMING STONE SHAPE MIDWAY BETWEEN A SPHERE AND CUBE)



SPECIFIC GRAVITY OF STONE = 2.65

PROJECT _____
 AREA _____
 DATE _____

RIPRAP GRADATION CURVES

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SECTION 02272

ROCKFILL EXCAVATION

INDEX

<u>PARAGRAPH</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1	GENERAL	02272-1
2	PRODUCTS - NOT USED	02272-1
3	EXECUTION	02272-1

SECTION 02272

ROCKFILL EXCAVATION

1. GENERAL

1.1 SCOPE This section covers the removal, salvage and reinstallation of existing rockfill near the spillway as necessary to allow for dewatering. The Contractor is to take precautions to minimize contamination of the salvaged rockfill during excavation, stockpiling and reinstallation.

1.2 Not Used.

1.3 NOT USED

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Location of disposal areas and required permits and agreements as specified in PARAGRAPH: DISPOSAL OF EXCAVATION MATERIAL.

1.5 MEASUREMENT AND PAYMENT

1.5.1 The work associated with dewatering will not be measured for separate payment and all costs associated with dewatering shall, therefor, be included in the lump sum price bid for the bid item for Dewatering.

1.5.2 All other work of this section will not be measured for separate payment and costs therefore shall be included in the price bid for the feature to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Dewatering	LS

2. PRODUCTS NOT USED

3. EXECUTION

3.1 Not Used.

3.2 DISPOSAL OF EXCAVATION MATERIAL.

3.2.1 General. Excess excavated material not incorporated into the work may be placed in a suitable location for off-site disposal of excavated material. At least 14 calendar days prior to disposal of material, the Contractor shall furnish to the Contracting Officer the location of each disposal area, copies of State and Federal disposal area permits that may be required and copies of

agreements between the Contractor and each disposal area owner. Disposal shall be in accordance with applicable Local, State and Federal laws.

3.2.2 Disposal. Off site disposal areas selected by the Contractor shall be approved by the Contracting Officer. Material shall not be rehandled in the river. Direct unloading of barges is mandatory. Material spilled in the river during loading and unloading operations shall be removed and disposed of.

3.3 SURVEYS.

3.3.1 Equipment and Access. The Contractor shall provide access to the Government Inspector for all surveys performed. The Contractor shall perform river bottom surveys using a recording fathometer. The recording fathometer shall be capable of recording river bottom depths accurately within a range of plus or minus 50 mm (2 inches) at depths of 6 000 mm (20 feet), and an adequate supply of recording charts shall be maintained.

3.3.2 Frequency. Soundings shall be taken prior to construction, and following construction to record as-built conditions.

3.3.3 Locations. Sounding lines shall run parallel to the spillway and shall be spaced at 1 500 mm (5-foot) intervals beginning 1 500 mm (5 feet) upstream of the spillway and ending 7 600 mm (25 feet) upstream. Sounding lines shall cover the entire length of the spillway, and the location along the spillway shall be referenced to the monolith joints.

3.4 PLACEMENT.

3.4.1 Salvaged rockfill shall be placed to the lines and grades indicated by soundings in such a manner as to produce a reasonably uniform surface within the tolerances specified. Material placed outside the tolerances shall be reworked or removed as directed. Placing by methods that would segregate sizes shall not be permitted. Salvaged rockfill shall be discharged from a bucket or suitable container resting on subgrade as close to its final position as practicable. Salvaged rockfill shall not be cast across or dumped through water.

3.4.2 Tolerances for stone placement shall be as follows, providing neither extreme is continuous over an area greater than 50 square meters (500 square feet).

CONSTRUCTION TOLERANCES

SALVAGED ROCKFILL

TOLERANCES

750 mm (30 inch) layer at rockfill apron

Elevation indicated, minus 300 mm (12 inches). Minimum layer thickness 450 mm (18 inches).

750 mm (30 inch) minimum layer

Minimum thickness 750 mm (30 inches), maximum thickness 1 200 mm (48 inches).

1V on 2.5H slope

Elevation indicated plus or minus 900 mm

(36 inches).

Other areas

Elevation indicated plus or minus 300 mm
(12 inches).

3.4.3 Misplaced Material. Material placed outside the tolerances shall be reworked or removed as directed.

3.5 QUALITY CONTROL. The Contractor shall establish and maintain quality control for work under this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

- (1) Layout of excavation limits.
- (2) Uniformity of in-place materials.
- (3) Excavation, depths, and control.
- (4) Finished elevations of all material.

A copy of the records of inspection and tests, as well as the records of corrective action taken, shall be furnished to the Government as directed by the Contracting Officer.

-- END OF SECTION --

SECTION 02400

FOUNDATION INVESTIGATION AND REPAIR

INDEX

<u>PARAGRAPH</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
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2	PRODUCTS	02400-2
3	EXECUTION	02400-2

SECTION 02400

FOUNDATION INVESTIGATION AND REPAIR

1. GENERAL

1.1 SCOPE This section provides technical specifications for foundation investigation and restoration beneath the spillway. The work includes, but is not limited to, the following:

- (1) Drilling probe holes;
- (2) Filling voids with sand to within 50 mm of the concrete monolith;
- (3) Grout fill of probe holes in the concrete structure.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

- (1) Grout: SECTION: GROUT.

1.3 NOT USED

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Foundation Investigation and Restoration Program. Submit two copies of a Foundation Investigation and Restoration program to the Contracting Officer within 7 days after Notice to Proceed and 10 days prior to the start of work of this section. Include the following items in this program:

1.4.1.1 A complete plant and equipment schedule indicating the type of equipment the Contractor proposes to use in the performance of the drilling and grouting program.

1.4.1.2 A written Plan of Operations detailing the methods the Contractor proposes to use for drilling and filling the voids with sand, and proposed mix design for the probe hole. The Contractor shall submit gradation test results including source of material to confirm quality and gradation of sand to be used to fill the voids.

1.4.1.3 Copies of the Contractor's proposed field data sheets to be used during the performance of the work.

1.4.1.4 Manufacturer's literature describing materials for use of any admixtures during the grouting program, and manufacturer's certification that the grout satisfies the compressive strength requirements of SECTION: GROUT.

1.4.1.5 A final comprehensive as-built report of the drilling and sand filling effort including a void map.

1.4.2 Probe Hole Records. The Contractor shall maintain and submit comprehensive records for each probe hole. Specific information required is as follows:

- (1) Hole number
- (2) Diameter of hole
- (3) Hole depth
- (4) Void height
- (5) Date hole was sealed
- (6) Hole location

1.5 MEASUREMENT AND PAYMENT

1.5.1 Probe Holes. Measurement for payment for drilling probe holes will be made on the basis of the number of meters actually drilled through the concrete as approved by the Contracting Officer. Such measurement will be made from the point where the drill bit first encounters concrete to where the drill bit exits the concrete. This pay item includes the cost of furnishing all plant, labor, materials, and equipment necessary to set up and perform the drilling operation, prepare a comprehensive record of probe holes, probe the bottom of hole to determine the height of any voids, and filling of the probe hole within the concrete structure with grout. Payment will be made at the contract unit price per linear meter, to the nearest 0.01 meter, as given in the Bidding Schedule.

1.5.2 Sand. Measurement for payment for the amount of sand placed beneath the spillway structure shall be made on the basis of the number of 45 kg (hundredweight) bags of sand actually furnished and placed. The cost shall also include all other materials and operations necessary to accomplish the work. The cost of waste at the end of each normal sand placing operation will be considered incidental to the work and will not be measured. Payment for sand shall be made at the contract unit price per 45 kg (hundredweight) bag of sand.

1.5.3 All remaining work of this section shall be incidental to the item to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Foundation Investigation-Probe Holes	
First 22 M	M
Over 22 M	M
Foundation Investigation-Sand Fill	
First 1125 45 kg Bags of Sand	EA
Over 1125 45 kg Bags of Sand	EA

2. PRODUCTS

2.1 Non-shrink Grout. As specified in SECTION: GROUT.

2.2 Sand shall be clean with less than 5% passing the 75 µm sieve (#200 sieve).

3. EXECUTION

3.1 GENERAL. The scope of drilling probe holes and placing sand indicated in the Bidding Schedule and that shown on the drawings shall be considered to be an estimate for the purpose of bidding the work. The actual location of probe holes, the amount of drilling and placing sand will vary as the work proceeds. The drilling and placing sand shall be planned and conducted by the Contractor to conform with the requirements specified. All aspects of the work are subject to the approval of the Contracting Officer.

3.1.1 Definitions

3.1.1.1 Drilling Probe Holes. Exploration methods used in searching for voids beneath the structure require the drilling of holes through the concrete.

3.1.1.2 Placing sand. The placement of sand to fill open voids beneath the structure to within 50 mm (2 inches of the concrete).

3.2 EQUIPMENT. All plant, equipment, and tools used in the performance of the work will be subject to approval by the Contracting Officer and shall be maintained in proper operating condition. Equipment which does not produce the quality or quantity of work required by these specifications shall be replaced upon order of the Contracting Officer.

3.2.1 Drilling Equipment. Probe holes shall be drilled with standard rotary drilling equipment to provide a drilled hole a minimum of 75 mm (3.0 inches) in diameter. Percussion drilling is allowed in the floor slab to within 50 mm (2") of the bottom of the slab.

3.3 PROCEDURE.

3.3.1 Foundation Investigation. The Contractor shall begin by drilling the probe holes and determining if any voids exist beneath the spillway. The Contractor shall begin in the location approved by the Contracting Officer. The location and size of voids encountered shall determine the need for additional probe holes. The exact location of holes shall be determined by the Contractor subject to approval.

3.3.2 Drilling.

3.3.2.1 Drill probe holes through the spillway floor. The Contractor shall measure and record the thickness of any void between the concrete structure and the subsurface materials. The Contractor shall exercise caution when drilling through the base of the concrete so that voids are not created by the drilling operation.

3.3.2.2 Probe holes shall be drilled to the sizes, depths, and inclinations shown on the drawing or as approved or directed. All probe hole drilling shall

extend through the concrete, therefore, the Contractor must anticipate and be prepared to handle water discharge from any or all holes. The Contractor shall have adequate plugs or other devices to stop flows and shall be prepared to grout against the water pressure. Under no circumstances shall the Contractor allow discharge that is piping sediment to continue to flow.

3.3.2.3 Probe holes shall be drilled with equipment specified in Paragraph: Drilling Equipment. No fluids other than clean water shall be used as a drilling fluid. The diameter of each probe hole shall be a minimum of 75 mm (3 inches).

3.3.2.4 Upon completion of drilling of any stage of a probe hole, the hole shall be temporarily capped or otherwise protected from entry of foreign material until the hole is to be reopened for grouting operations. The capping system selected by the Contractor shall preclude entry of foreign material, discharge of sediments and be such that heavy equipment can drive over it without damage to either the equipment or the cap.

3.3.3 Placing sand.

3.3.3.1 All voids larger than 50 mm shall be filled by placing sand beneath the structure to within 50 mm (2 inches) of the concrete. The contractor shall devise a method to successfully distribute the sand beneath the slab so that the sand is not placed in a cone shape. The method used shall be as submitted.

3.3.4 Not Used.

3.3.5 Grouting.

3.3.5.1 The Contractor shall completely remove all oil, grease, laitance, or other deleterious substances from probe holes and fill the probe hole within the concrete structure with an approved grout mix that meets the requirements of SECTION: GROUT.

3.3.6. PROTECTION OF WORK.

3.3.6.1 Protection of Work and Cleanup. During grouting operations, all necessary precautions shall be taken to prevent drill cuttings, oil, grout, or other substances from defacing or damaging any surface of any part of the uncompleted or completed work. Upon completion of grouting operations, all wasted or excess grout deposited during grouting operations shall be removed.

3.3.7 QUALITY CONTROL.

3.3.7.1 General. In accordance with the contract provisions, a quality control system shall be established and maintained which regulates, tests, and inspects all the procedures, equipment, materials, and personnel so that the completed project will comply with the requirements of the project specifications.

-- END OF SECTION --

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SECTION 03100

CONCRETE

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SECTION 03100

CONCRETE

1. GENERAL

1.1 SCOPE. This section covers cast-in-place concrete and precast concrete safety caps.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

1.2.1 Concrete formwork and classes of concrete finishes: SECTION: CONCRETE FORMWORK.

1.2.2 Reinforcement and other embedded items: SECTION: CONCRETE REINFORCEMENT AND ACCESSORIES.

1.2.3 Concrete Removal. SECTION: PREPARATION OF EXISTING CONCRETE.

1.2.4 Joint Repair. SECTION: MONOLITH JOINTS

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 American Concrete Institute (ACI) Standards.

ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (CRD C 99)
ACI 305	Hot Weather Concreting
ACI 306	Cold Weather Concreting
ACI 309	Recommended Practice for Consolidation of Concrete

1.3.2 American Society of Testing Materials (ASTM).

C 31/31M-00E1	Making and Curing Concrete Test Specimens in the Field
C 33-01A	Concrete Aggregates
C 39/39M-01	Compressive Strength of Cylindrical Concrete
C 70-94(R2001)	Surface Moisture in Fine Aggregate
C 94/94M-02E2	Ready-Mixed Concrete
C 136-01	Sieve Analysis of Fine and Coarse Aggregate

C 143/143M-00 Slump of Hydraulic Cement Concrete

C 150-00 Standard Specification for Portland Cement

C 171-97A Standard Specification for Sheet Materials for Curing Concrete (R-1986)

C 172-99 Sampling Freshly Mixed Concrete

C 231-97E1 Air Content of Freshly Mixed Concrete

C 260-01 Air-Entrained Admixtures for Concrete

C 309-98A Liquid Membrane-Forming Compound

C 494/494M-99AE1 Chemical Admixture for Concrete

C 595-00AE1 Blended Hydraulic Cements

C 618-01 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

C 989-99 Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars

C 1077-00 Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

1.3.3 U.S. Army Corps of Engineers Handbook For Concrete and Cement (CRD):

C 400-63 Water for Use in Mixing or Curing Concrete

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Contractor's Concrete Operation Plan. A plan for all concrete operations planned under this contract shall be submitted within 30 days after notice to proceed. The plan shall demonstrate a thorough understanding of all involved technical and logistical conditions necessary for the production of concrete that meets all requirements of these specifications. The plan shall provide as a minimum:

- (1) Sources of cement and aggregates;
- (2) Location of aggregate stockpiles, batching plant, and mixing plant;
- (3) Method and route for conveying batched concrete under all expected weather conditions;

- (4) Method of conveying concrete within the project;
- (5) Sources of electrical power and water;
- (6) Provisions for replacement of required equipment in the event of breakdown;
- (7) Methods for preventing aggregate stockpiles from freezing, receiving excessive moisture or in any other way being contaminated;
- (8) Provisions for protection of fresh concrete from freezing or other damaging environmental effects during conveyance, placement and curing;
- (9) Method of Consolidation and curing.
- (10) Contractor Quality Control.

1.4.1.1 Concrete operations under this contract shall not begin until the Contracting Officer has reviewed and commented in writing on the concrete operation plan. The Contracting Officer will return the plan, with comments and any necessary modifications or additions, within 30 calendar days of receiving the plan.

1.4.2 Test reports.

1.4.2.1 Aggregates will be accepted on the basis of test reports from a laboratory complying with ASTM C 1077 which show compliance with all specification requirements.

1.4.2.2 Concrete mixture proportions shall be determined by the contractor in accordance with the methodology in ACI 211.1 and submitted at least 30 days in advance of concrete placement. The proportions of all ingredients and nominal maximum coarse aggregate size that will be used in the manufacture of each quality of concrete shall be stated. Proportions shall indicate weight of cement, water and weights of aggregates in a saturated surface-dry condition, and type, quantity and name of admixtures per cubic meter of concrete. All materials included in the mixture proportions shall be of the same type and from the same source as will be used on the project. The submission shall be accompanied by test reports from a laboratory complying with ASTM C 1077 which show that proportions thus selected will produce concrete of the qualities indicated. No substitution shall be made in the source or type of materials used in the work without additional tests to show that the new materials and quality of concrete are satisfactory.

1.4.2.3 Cement will be accepted on the basis of manufacturer's certification of compliance, accompanied by mill test reports that materials meet the requirements of the specification under which it is furnished.

1.4.3 Manufacturers' Certificate.

1.4.3.1 Impervious sheet curing materials shall be certified for compliance with all specification requirements.

1.4.3.2 Admixtures shall be certified for compliance with all specification requirements.

1.4.3.3 Curing compound shall be certified for compliance with all specification requirements. Submittal shall include manufacturer's instructions for application.

1.4.3.4 High molecular weight methacrylate shall be certified for compliance with all specification requirements. Submittal shall include manufacturer's instructions for application.

1.4.4 Cold-weather Requirements. If concrete is proposed to be placed under cold weather conditions the materials, methods, and protection proposed to accomplish it in accordance with these specifications shall be submitted.

1.4.5 Hot-weather Requirements. If concrete is proposed to be placed under hot weather conditions the materials, methods, and protection proposed to accomplish it in accordance with these specifications shall be submitted.

1.5 MEASUREMENT AND PAYMENT

1.5.1 The work associated with the placement of the concrete for the baffle block replacement will be measured for payment on the basis of the number of baffle blocks replaced and payment will be made at the price bid for each baffle block, including sawcutting, concrete removal, surface preparation, placement of reinforcement, formwork, purchase and placement of concrete, and all other work associated with the removal and construction of baffle blocks.

1.5.2 The work associated with the construction of the safety cap will not be measured for separate payment. Costs for all work associated with the construction of the safety cap shall be included in the price bid for the item to which the work pertains.

1.5.3 The work associated with the construction of the concrete sidewalk, including the placement of MNDOT Class 1 around and underneath the concrete, and including the removal and disposal of the existing sidewalk, will not be measured for separate payment. All costs associated with providing all labor, equipment and materials will be paid for on a Lump Sum basis.

1.5.4 The work associated with the construction of each abutment raise will be measured for payment on the basis of the number of abutment raises and payment will be made at the price bid for each abutment raise. Payment shall include costs for removal of existing fence on the abutments, preparation of existing concrete surface, placement of reinforcement, surface preparation, formwork, joint construction, purchase and placement of concrete, safety cap, and all other work associated with the abutment raises.

1.5.5 The work associated with sealing shrinkage cracks perpendicular to the long axis of the spillway in the construction joints between the new and old

concrete for the spillway crest repair will not be measured for separate payment. Costs for all work associated with the crack sealing shall be included in the lump sum price bid for the item to which the work pertains.

1.5.6 All other work of this section for the placement of concrete will be measured for payment by the cubic meter, in place and complete in accordance with the plan dimensions. Bid prices shall include all concrete purchase, delivery, placement, curing, formwork, and other related work not measured for payment elsewhere, as shown on plans.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Spillway Crest Repair-Concrete	
First 79 M3	M3
Over 79 M3	M3
Spillway Crest Repair-Crack Sealing	LS
Aeration Notch Repair-Concrete	
First 1.2 M3	M3
Over 1.2 M3	M3
Spillway Random Repair-Concrete	
First 12.6 M3	M3
Over 12.6 M3	M3
Ledge Repair-Concrete	
First 5.5 M3	M3
Over 5.5 M3	M3
Baffle Block Replacement	EA
Abutment Raise	EA
Sidewalk	LS

2. PRODUCTS

2.1 General. Concrete shall be composed of a cementitious material, water,

fine and coarse aggregates and admixtures. The admixture shall be an air-entraining agent and at the Contractor's option, water reducing and/or retarder agents. Materials shall meet the requirements of the respective publications and other data specified below. Optional accelerating admixtures will only be approved for use during cold weather concreting operations.

2.2 Cementitious Material. Cementitious material shall be portland cement, or portland cement in combination with pozzolan or ground granulated blast furnace slag and shall conform to appropriate specifications listed below. Use of cementitious materials in concrete which will have surfaces exposed in the completed structure shall be restricted so there is no change in color, source, or type of cementitious material.

2.2.1 Portland Cement. ASTM C 150, Type I or Type II, Low Alkali.

2.2.2 Pozzolan (Fly Ash). ASTM C 618, Class C or F with the optional requirements for multiple factor, drying shrinkage, and uniformity from Table 2A of ASTM C 618. If pozzolan is used, it shall never be less than 15 percent nor more than 30 percent by weight of the total cementitious material.

2.2.3 Ground Granulated Blast-Furnace (GGBF) Slag. ASTM C 989, Grade 120.

2.3 Aggregates. Aggregates shall conform to the requirements of ASTM C 33. Coarse aggregates shall meet the requirements of class designation 4S in Table 3 of ASTM C 33. The nominal maximum size shall be as listed in paragraph: MIXTURE PROPORTIONING.

2.3.1 Source. Concrete aggregates shall be furnished from a source designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter designated. At least 30 calendar days prior to commencing concreting operations, the Contractor shall designate in writing only one source, or one combination of sources, from which the Contractor proposes to furnish aggregate.

2.3.2 Approval of a source of aggregate is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer.

2.3.3 Storage. Aggregates shall be stored in approved size groups adjacent to the batch plant in such a manner as to prevent the inclusion of foreign materials in concrete. Sufficient aggregate shall be maintained at the site at all times to permit continuous placement and completion of any lift of concrete started.

2.4 Admixtures:

2.4.1 Air-entraining Admixture conforming to ASTM C 260 shall be batched in the mixing water.

2.4.2 Accelerating Admixture: ASTM C 494, Type C or E, except that calcium chloride or admixtures containing calcium chloride shall not be used.

2.4.3 Water-reducing or retarding admixtures: ASTM C 494, Type A, B, or D.

2.5 Curing Materials:

2.5.1 Impervious sheet materials: ASTM C 171, type optional except polyethylene film shall be white opaque.

2.5.2 Membrane-forming curing compound: ASTM C 309; Class A; Type 1-D, clear or translucent, with fugitive dye or Type 2 white pigmented.

2.6 Water for mixing shall be fresh, clean and drinkable, except that undrinkable water may be used if it meets the requirements of CRD-C 400. Water for curing shall not contain any substance that stains or is injurious to the concrete.

2.7 High Molecular Weight Methacrylate shall be a two component rapid curing, solvent free, high molecular weight methacrylate crack healer/penetrating sealer.

2.8. MIXTURE PROPORTIONING.

2.8.1 Quality and Location. For each portion of the structure, mixture proportions shall be selected so that the following strength and water-cement ratio requirements are met.

2.8.2 Strength. Design compressive strength (f'_c) shall not be less than 31 MPa (4,500 pounds per square inch) in 28 calendar days.

2.8.3 Concrete Strength. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equal or exceed the required specified strength f'_c and no individual test result falls below the specified strength f'_c by more than 3.4 MPa (500 pounds per square inch). Additional analysis or testing may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient. Concrete work judged inadequate shall be reinforced with additional construction as directed by the Contracting Officer at the Contractor's expense or shall be replaced at the Contractor's expense.

2.8.4 Water/cement ratio shall not exceed 0.45.

2.8.5 Nominal Maximum size coarse aggregate shall be 19 mm (3/4-inch) for the concrete repairs and 38 mm (1 1/2 inch) for the abutment raise concrete. (3/4-inch, ASTM C 33 Size Number 67), (1¹/₂ inch, ASTM C 33 Size Number 467).

2.8.6 Air content as determined by ASTM C 231 shall be between 5 and 7 percent.

2.8.7 Slump shall be determined in accordance with ASTM C 143 and shall not exceed 100 mm (4 inches) except where placement by pump is approved, in which case the slump shall not exceed 150 mm (6 inches). In addition, the range of each set of two consecutive tests for each mixture shall not be more than 50 mm (2 inches). The above specified slump is that required at the forms.

2.9. PRODUCTION OF CONCRETE.

2.9.1 Ready mixture concrete shall conform to ASTM C 94 except as otherwise specified.

3. EXECUTION

3.1. PREPARATION FOR PLACING. Concrete removal shall meet the requirements below and those in SECTION: PREPARATION OF EXISTING CONCRETE.

3.1.1 General. Snow, ice, standing or flowing water, loose particles, debris and foreign matter shall have been removed. All equipment needed to place and consolidate the concrete shall be at the placement site and in good operating condition. Spare vibrators shall be available at the placement site. The entire preparation is subject to approval by the Contracting Officer prior to placing.

3.1.2 Existing Concrete Sidewalk Removal. Remove the existing concrete sidewalk on the east side of the spillway within the actual limits of the new work. The actual limits of the new work will depend on the decision to exercise option 2. The existing concrete shall be saw cut at the removal line resulting in a smooth transition from the existing sidewalk to the new sidewalk. Dispose of the concrete offsite in accordance with Section 01000.

3.1.3 Embedded Items. Before placing concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings, or required. Embedded items shall be free of oil and other foreign matter such as loose coatings or rust, paint and scale.

3.2. CONVEYING EQUIPMENT.

3.2.1 General. Concrete shall be conveyed from mixer to forms by methods which will prevent segregation or loss of ingredients. Any concrete transferred from one conveying device to another shall be passed through a hopper which is conical in shape and shall not be dropped vertically more than five feet, except where suitable equipment is provided to prevent segregation and where specifically authorized. Telephonic or other satisfactory means of rapid communication between the mixing plant and the forms in which concrete is being placed shall be provided and available for use by Government inspectors.

3.2.2 Pump Placement. Concrete may be conveyed by positive-displacement pump when approved. The pipeline shall be rigid steel pipe or heavy duty flexible hose. The inside diameter of the pipe shall be at least three times the nominal maximum size coarse aggregate in the concrete mixture to be pumped but not less than 100 mm (4 inches). The maximum size coarse aggregate will not be reduced to accommodate the pumps. The distance to be pumped shall not exceed limits recommended by the pump manufacturer. The concrete shall be supplied to the concrete pump continuously. When pumping is completed, concrete remaining in the pipeline shall be ejected without contamination of concrete in place. After each operation, equipment shall be thoroughly cleaned, and flushing water shall be wasted outside of the forms in compliance with all environmental requirements.

3.3. PLACING.

3.3.1 General. Concrete placement will not be permitted when weather conditions prevent proper placement and consolidation. Concrete shall be deposited as close as possible to its final position in the forms, and in so depositing there shall be no vertical drop greater than 1.55 m (5 feet) except where suitable equipment is provided to prevent segregation and where specifically authorized. For all concrete the amount deposited in each location shall be that which can be readily and thoroughly consolidated in horizontal layers not to exceed 450 mm (18 inches) in thickness. The surfaces of construction joints shall be kept continuously wet for the first twelve hours during the twenty-four hour period prior to placing concrete. Free water shall be removed prior to placement of concrete. Sufficient placing capacity shall be provided so that concrete placement is kept plastic and free of cold joints while concrete is being placed.

3.3.2 Time Interval Between Mixing and Placing. Concrete shall be placed within thirty minutes after discharge into non-agitating equipment. When concrete is truck mixed or when a truck mixer or agitator is used for transporting concrete mixed by a concrete plant mixer, the concrete shall be delivered to the site of the work and discharge shall be completed within 1-1/2 hours after introduction of the cement to the aggregates. When the length of haul makes it impossible to deliver truck mixed concrete within these time limits, batching of cement and a portion of the mixing water shall be delayed until the truck mixer is at or near the construction site. Not more than 80 percent of the water and all other materials except cement shall be batched at the distant batch plant and transported to the cement batcher without mixing.

3.3.3 Cold-Weather Placing. Concrete shall not be placed prior to submitting a cold-weather placement plan in accordance with paragraph: SUBMITTALS when the concrete is likely to be subjected to freezing temperatures before the expiration of the curing period. The procedure shall meet the requirements of ACI 306. The ambient temperature of the space adjacent to the concrete placement and surfaces to receive concrete shall be above 4 degrees C. (40 degrees F.). Mixing and placing temperature of the concrete shall be in accordance with ACI 306 Table 3.1. Materials entering the mixer shall be free from ice, snow or frozen lumps.

3.3.4 Hot-Weather Placing. Concrete shall be properly placed and finished with approved procedures in accordance with paragraph: SUBMITTALS. The procedures shall meet the requirements of ACI 305. The concrete placing temperature shall not exceed 30 degrees C. (85 degrees F.). Cooling of the mixing water and/or aggregates will be required to obtain an adequate placing temperature. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 50 degrees C. (120 degrees F.). Conveying and placing equipment shall be cooled if necessary to maintain proper concrete placing temperature.

3.3.5 Placing Concrete in the curved portion of the fixed crest spillway. The unformed portion of the fixed crest spillway section shall be finished by placing concrete slightly above grade and striking off to grade by accurate screeding. Screeding may be accomplished by semimechanical devices or by a mechanical screed that consolidates and screeds the surface in one operation. Ribs embedded in the fresh concrete as guides for screeds will not be permitted.

3.4 CONSOLIDATION

3.4.1 Consolidation of spillway repair concrete. Consolidation of concrete shall conform to ACI 309 for the spillway concrete repair.

3.4.2 Consolidation of abutment wall raise concrete. For the concrete used in the abutment wall raise, each layer of concrete shall be consolidated by internal vibrating equipment. Vibration shall be systematically accomplished by inserting the vibrator through fresh concrete into the layer below at a uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator and overlay the adjacent, just vibrated area by a 50 mm (2 inches). The vibrator shall penetrate rapidly to the bottom of the layer, and at least 150 mm (6 inches) into the layer below, if such exists. It shall be held stationary until the concrete is consolidated (normally 4 to 6 seconds, but some mixes may require more time) and then withdrawn slowly.

3.5. FINISHING.

3.5.1 General. The ambient temperature of spaces adjacent to surfaces being finished shall not be less than 10 degrees C. (50 degrees F.). In hot weather when the rate of evaporation of surface moisture, as determined by use of Figure 2.1.5 of ACI 305 may reasonably be expected to exceed 1.0 kg per square meter (0.2 pounds per square feet) per hour, provision for windbreaks, shading, fog spraying, or wet covering with a light colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as finishing operations will allow.

3.5.2 Unformed Surfaces. All unformed surfaces that are not to be covered by additional concrete or backfill shall be float finished to elevations shown. Surfaces to receive additional concrete or backfill shall be brought to the elevations shown and left true and regular. Exterior surfaces shall be sloped for drainage, unless otherwise shown. Joints shall be carefully made with a jointing or edging tool. The finished surfaces shall be protected from stains or abrasions.

3.5.3 Float Finish. Surfaces shall be screeded and darbied or bullfloated to bring the surface to the required finish level with no coarse aggregate visible. No cement or mortar shall be added to the surface during the finishing operation. The concrete, while still green but sufficiently hardened to bear a worker's weight without deep imprint, shall be floated to a true and even plane. Floating may be performed by use of suitable hand floats or power driven equipment. Hand floats shall be made of magnesium or aluminum. Tolerance for a floated finish shall be true plane within 8 mm in 3 000 mm (5/16-inch in ten feet) as determined by a 3 000 mm (10-foot) straight edge placed anywhere on the slab in any direction.

3.5.3.2 Sidewalks. Contraction joints shall be cut 25 mm (1 inch) deep with a jointing tool after the surface has been finished. Transverse expansion joint 12 mm (1/2 inch) thick shall be provided where the sidewalk abuts the spillway abutment. Sidewalks shall be given a lightly broomed finish. Brooming shall be transverse to traffic of the slab.

3.5.4 Formed Surfaces

3.5.4.1 General. Surfaces, unless another type of finish is specified shall be left with the texture imparted by the forms except defective surfaces shall be repaired as described below. Forms shall not be reused if there is any evidence of surface wear or defects which would impair the quality of the surface.

3.5.4.2 Finish. Beginning no more than 24 hours after form removal, all fins and loose materials shall be removed. All voids, and honeycombs exceeding 12 mm (1/2 inch) in diameter and all tie rod holes shall be reamed or chipped and filled with dry pack mortar. Defective areas larger than 23,225 square mm (36 square inches) in any surface shall be delineated in a rectangular shape by a saw cut a minimum depth of 25 mm (1 inch) and repaired with concrete replacement. All unsound concrete shall be removed from areas to be repaired. The cement used in mortar or concrete for all surfaces permanently exposed to view shall be a blend of portland cement and white cement so that the final color when cured shall be the same as adjacent concrete. Temperature of the concrete, ambient air, replacement concrete or mortar during remedial work including curing shall be above 10 degrees C. (50 degrees F.). The prepared area shall be dampened, brush-coated with a neat cement grout and filled with mortar or concrete. The mortar shall consist of 1 part cement to 2-1/2 parts fine aggregate. The quantity of mixing water shall be the minimum necessary to obtain a uniform mixture and permit placing. Mortar shall be thoroughly compacted in place and struck off to adjacent concrete. Replacement concrete shall be drier than the usual mixture and thoroughly tamped into place and finished. Forms shall be used if required. The patches areas shall be cured for seven days.

3.6. CURING AND PROTECTION:

3.6.1 General. Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature change, and mechanical injury. All materials and equipment needed for adequate curing and protection shall be available and at the placement site prior to the start of concrete placement. Concrete shall be protected from the damaging effects of rain for 12 hours and from flowing water for 14 days. When the ambient air temperature is greater than 32 degrees C. (85 degrees F.), the concrete shall be shielded from direct rays of the sun for 3 days. No fire or excessive heat shall be permitted near or in direct contact with concrete at any time. All concrete shall be cured by an approved method for the period of time given below corresponding to the cementing materials used in the concrete or until design strength is achieved:

Type I or II Portland Cement	7 days
Portland Cement with Pozzolan	14 days

3.6.2 Moist Curing. Concrete moist-cured shall be maintained continuously (not periodically) wet for the entire curing period. If water or curing materials stain or discolor concrete surfaces that are to be permanently exposed, they shall be cleaned by an approved method. Where wooden form sheathing is left in place during curing, the sheathing shall be kept wet at all times. Horizontal surfaces may be moist cured by ponding, by covering with a minimum uniform

thickness of 50 mm (2 inches) of continuously saturated sand, or by covering with saturated nonstaining burlap or cotton mats.

3.6.3 Membrane Curing. Concrete may be cured with a curing compound, when submitted, in lieu of moist curing.

3.6.3.1 Pigmented Curing Compound. A pigmented-type curing compound conforming to ASTM C 309 may be used on surfaces that will not be exposed to view when the project is completed. A nonpigmented-type curing compound, containing a fugitive dye, conforming to ASTM C 309 with the reflective requirements waived may be used on surfaces that will be exposed to view when the project is completed.

3.6.3.2 Application. The curing compound shall be applied to unformed surfaces as soon as free water has disappeared. The curing compound shall be applied in a two-coat continuous operation by motorized power-spraying equipment, as submitted, operating at a minimum pressure of 520 kPa (75 pounds per square inch), at a uniform coverage of not more than 10 square meters per liter (400 square feet per gallon) for each coat, and the second coat shall be applied perpendicular to the first coat. Concrete surfaces that have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage herein specified. All concrete surfaces on which the curing compound has been applied shall be adequately protected for the duration of the entire curing period from pedestrian and vehicular traffic and from any other cause that will disrupt the continuity of the curing membrane.

3.6.3.3 Additional Requirements for the Crest Repair. In addition to the requirements indicated above for membrane curing, the procedure for accomplishing membrane curing of the Crest Repair shall be in accordance with the following additional requirements:

(1) After the initial application and drying of the approved curing compound membrane, the concrete shall be covered with opaque poly-sheeting as a measure to reflect direct sun rays and control the concrete temperature.

3.6.4 Impervious-Sheet Curing. Horizontal Concrete surfaces other than the top of the fixed crest spillway may be cured using impervious sheets. All surfaces shall be thoroughly wetted and be completely covered with waterproof paper, polyethylene film, or polyethylene-coated burlap having the burlap thoroughly water-saturated before placing. Covering shall be laid with light-colored side up. Covering shall be lapped not less than 300 mm (12 inches) and securely weighted down or shall be lapped not less than 100 mm (4 inches) and taped to form a continuous cover with completely closed joints. The sheet shall be weighted to prevent displacement so that it remains in contact with the concrete during the specified length of curing. Coverings shall be folded down over exposed edges of slabs and secured by approved means. Sheets shall be immediately repaired or replaced if tears or holes appear during the curing period.

3.6.5 Cold Weather Protection. When the daily outdoor low temperature is less than 0 degrees C. (32 degrees F.), the temperature of the concrete shall be maintained above 10 degrees C. (50 degrees F.) for the first 7 days after placing. In addition, during the period of protection removal, the air

temperature adjacent to the concrete surfaces shall be controlled so that concrete near the surface will not be subjected to a temperature differential of more than 14 degrees C. (25 degrees F.) as determined by observation of ambient air and concrete temperatures.

3.7 CRACK SEALING It is anticipated that the crest repair will experience shrinkage cracking perpendicular to the long axis of the spillway. These cracks shall be sealed with a high molecular weight methacrylate squeegeed into the cracks as recommended by the manufacturer's recommendation for new concrete.

3.8. CONTRACTOR QUALITY CONTROL.

3.8.1 General. In accordance with the contract provisions, a quality control system shall be established and maintained which regulates, tests, and inspects the procedures, equipment, materials, and personnel so that the completed project will comply with the requirements of the project specifications and the following:

3.8.2 Inspection Details and Frequency of Testing.

3.8.3 Preparations for Placing. Foundation or construction joints, forms and embedded items shall be inspected in sufficient time prior to each concrete placement in order to certify that it is ready to receive concrete.

3.8.4 Air Content. Entrained air content shall be checked at least once during each shift that concrete is placed. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 231.

3.8.5 Slump. Slump shall be checked at least once during each shift that concrete is produced. Slump shall be checked in accordance with ASTM C 143.

3.8.6 The concrete shall be properly consolidated, finished, protected and cured.

3.8.7 Mix Proportions. Mix proportions shall be checked for accuracy at least once for each mix design used.

3.8.8 Aggregate Gradation. At least one test shall be made for each aggregate size used during each shift that concrete is produced. testing shall be in accordance with ASTM C 136.

13.8.9 Moisture Control. At least one test for moisture content of fine aggregate shall be made in accordance with ASTM C 70 once during each shift.

3.8.10 Compression Test Specimens. Samples for strength tests for each mix design used shall be taken not less than once each day or shift in which concrete is placed. Three specimens shall be made from each sample, two shall be tested at 28 days for acceptance one shall be tested at 7 days for information. Compression test specimens shall be made and cured in accordance with ASTM C 31 and compression test specimens tested in accordance with ASTM C 39.

3.8.11 Consolidation shall meet the requirements of PARAGRAPH: CONSOLIDATION.

3.9 Reports. The results of all tests and inspections conducted at the project site shall be reported, in writing weekly and shall be delivered to the Government Inspector within 3 days after the end of each weekly reporting period.

The Contracting Officer has the right to examine all Contractor quality control records.

3.10 Batch Tickets. The Contractor shall collect, maintain, and provide a copy of batch tickets for each load of ready-mix concrete delivered to the work site. Copies shall be provided the same day the concrete is delivered. Batch ticket information shall include as a minimum the 10 mandatory items detailed in ASTM C 94, paragraph 16.1.

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SECTION 03200
CONCRETE FORMWORK

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SECTION 03200

CONCRETE FORMWORK

1. GENERAL

1.1 SCOPE This section covers the materials, techniques, and workmanship requirements for concrete formwork utilized in spillway repair, joint repair, and spalling repair.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

1.2.1 Concrete: SECTION: CONCRETE.

1.3 APPLICABLE PUBLICATIONS. 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 Concrete Institute (ACI).

347R-94(R1999) Guide To Formwork For Concrete.

SP-4 95(1996) Formwork for Concrete.

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 DESIGN. The design and engineering of the formwork, as well as its construction, shall be the responsibility of the Contractor. The formwork shall be designed for loads, lateral pressure and allowable stresses in accordance with Chapter I of ACI 347. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete and shall have sufficient rigidity to maintain specified tolerances. Forms shall be designed in accordance with ACI SP-4, and detailed drawings. The Contractor shall submit the design calculations and shop drawings for the fabrication of the formwork.

1.5 MEASUREMENT AND PAYMENT The work of this section will not be measured for separate payment and costs therefore shall be included in the price bid for the feature to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Spillway Crest Repair-Concrete	
First 79 M3	M3
Over 79 M3	M3

Aeration Notch Repair-Concrete

First 1.2 M3 M3

Over 1.2 M3 M3

Spillway Random Repair-Concrete

First 12.6 M3 M3

Over 12.6 M3 M3

Ledge Repair-Concrete

First 5.5 M3 M3

Over 5.5 M3 M3

Baffle Block Replacement EA

Abutment Raise EA

Sidewalk LS

2. PRODUCTS NOT USED

3. EXECUTION

3.1. GENERAL. Forms shall be mortar-tight and shall be structurally adequate, properly aligned, and adequately supported to produce concrete surfaces meeting the surface requirements of PARAGRAPH: SURFACE FINISH REQUIREMENTS below and conforming to the positions shown on the drawings within the tolerances specified below in PARAGRAPH: CONSTRUCTION TOLERANCES. That portion of the form in contact with the concrete shall not be of a material which interferes with the setting of the concrete. Where forms for continuous surfaces are placed in successive units, care shall be taken to fit the forms over the completed surface so as to obtain accurate alignment of the surface and to prevent leakage of mortar. The type, shape, size, quality, and strength of all materials of which the forms are made shall be submitted in the design calculations and shop drawings for fabrication of the formwork. Bolts and rods used for internal ties shall be so arranged that, when the forms are removed, metal will be not less than 2 inches from any concrete surface. Wire ties will not be permitted where the concrete surface will be exposed to weathering and where discoloration will be objectionable, and flat ties shall not be used. Forms shall be so constructed that they can be removed without damaging the concrete. Exposed joints, edges and external corners shall be chamfered and dummy chamfers and false joints shall be used to provide a neat and uniform appearance, unless otherwise directed or shown. Chamfered joints shall not be permitted where earth or rockfill is placed in contact with concrete surfaces. Chamfered joints shall be terminated a

sufficient distance outside the limits of the earth or rockfill so that the ends of the joints will be clearly visible.

3.2 Surface Finish Requirements. Allowable irregularities are designated "abrupt" and "gradual" for purposes of providing tolerances. Offsets resulting from displaced, misplaced, or mismatched forms, or sheathing, or by loose knots in sheathing, or other similar defects, shall be considered "abrupt" irregularities. Irregularities resulting from warping, unplaneness, and similar uniform variations from planeness, or true curvature, shall be considered "gradual" irregularities. "Gradual" irregularities will be checked for conformance with the prescribed tolerances by means of 1 500 mm (5-foot) templates composed of a straightedge for plane surfaces, or a "shaped" template for curved or warped surfaces. In measuring irregularities, the straightedge or template should be held so that it is parallel to the intended line of the surface. Where concrete surfaces are to be permanently exposed to view, joints in form panels shall be arranged to provide a pleasing appearance.

3.2.1 The sheathing shall be one or more of the following materials: tongue and groove lumber, plywood, concrete form board, laminated wood sheathing, steel. Wood sheathing for curved or warped surfaces shall be composed of splices of lumber which can be bent to the required shape, without splitting or cracking, to form a smooth tight form. Where necessary, laminated forms shall be sanded to meet required tolerances in surface irregularities and to obtain the required shape. Abrupt variations shall not exceed zero positive and 3 mm (1/8-inch) negative in the direction of flow for the surfaces exposed to flowing water and 3 mm (1/8 inch) in either direction for all other surfaces. Gradual variations shall not exceed 6 mm (1/4-inch).

3.3. CONSTRUCTION TOLERANCES. Variations in alignment, grade, dimensions of the structures from the established alignment, grade, and dimensions shown on the drawings shall be within the tolerances specified in the following table.

TABLE I

CONSTRUCTION TOLERANCES FOR REINFORCED CONCRETE CONSTRUCTION

(1) Variation from the plumb:	In 3 050 mm (10 feet)	6 mm (1/4 inch)
a. In the lines and surfaces of walls.	but not more than	25 mm (1 inch)
(2) Variation from the level or from the grades indicated on the drawings.	In 3 050 mm (10 feet)	6 mm (1/4 inch)
(3) Variation in cross sectional dimensions in the thickness of slabs and walls.	Minus	12 mm (1/2 inch)
	Plus	12 mm (1/2 inch)

3.4. FORM COATING.

3.4.1 Coating. Forms for exposed surfaces shall be coated with form oil or form-release agent before the form or reinforcement is placed in final position.

The coating shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain or adversely affect concrete surfaces, will not impair subsequent treatment of concrete surfaces depending upon bond or adhesion, impede the wetting of surfaces to be cured with water, or react with the alkali in the cement. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for unexposed surfaces may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.

3.5. FORM ACCESSORIES.

3.5.1 Ties and Mechanical Anchors and other similar form accessories to be partially or wholly embedded in the concrete shall be of a commercially manufactured type. After the ends or end fasteners have been removed, the embedded portion of the tie shall terminate not less than 50 mm (2 inches) from any concrete surface either exposed to view or exposed to water. Form ties shall be constructed so that the ends or end fasteners can be removed without spalling the concrete.

3.5.2. Explosive Driven Anchors such as nails and studs shall not be used.

3.6. REMOVAL. All form removal shall be accomplished in a manner which will prevent injury to the concrete and safety of the structure. Forms shall not be removed before the expiration of the minimum time indicated below, except as otherwise directed or specifically authorized by the Contracting Officer. When conditions on the work are such as to justify the requirement, forms will be required to remain in place for a longer period.

3.6.1. Unsupported Concrete. Formwork shall not be removed in less time than 24 hours unless authorized by the Contracting Officer. Variation from the time given depends on temperature, lift heights, and type and amount of cementitious material in the concrete.

3.7. QUALITY CONTROL. The Contractor shall establish and maintain quality control for work under this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations. A copy of the records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Government as directed by the Contracting Officer.

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SECTION 03300

CONCRETE REINFORCEMENT AND ACCESSORIES

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SECTION 03300

CONCRETE REINFORCEMENT AND ACCESSORIES

1. GENERAL

1.1 SCOPE This section covers the furnishing of all equipment, materials, techniques, and labor for providing and placing reinforcement and accessories for concrete reinforcement.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 American Concrete Institute (ACI).

ACI SP 66 (94)	ACI Detailing Manual
318M-99	Metric Building Code Requirements for Structural Concrete and Commentary

1.3.2 American Society for Testing and Materials (ASTM).

E 8M-00B	Tension Testing of Metallic Materials.
A 615/615M-01B	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

1.3.3 U.S. Government G.S.A.

FF-S-325	SHIELD, EXPANSION; NAIL EXPANSION; AND NAIL, DRIVE SCREW (DEVICES, ANCHORING, MASONRY), INTERIM AMENDMENT-3 (GSA-FSS) July 16, 1965 Superseding Interim Amendment-2 (GSA-FSS) September 28, 1964
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1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Shop Drawings. The Contractor shall prepare and submit complete shop drawings to the Contracting Officer in accordance with specified requirements. Shop drawings shall include the following:

(1) Reinforcement steel schedules showing quantity, shape and size, dimensions, weight per meter and total weights,

(2) Details of reinforcement steel supports including types, sizes, spacing and sequence.

(3) Anchor bolt and nut schedules showing quantity, shape, size, and

dimensions.

1.4.2 Test Reports. Certified test reports of reinforcement steel showing that the steel complies with the applicable specifications shall be submitted to the Contracting Officer by the Contractor. Reports shall be furnished for each steel shipment and shall be identified with specific lots prior to use of the steel in the work.

1.4.2.1 Chemical composition of reinforcement steel. The Contractor shall provide the Contracting Officer three copies of the ladle analysis of each lot of reinforcement steel. The ladle analysis shall be obtained from the manufacturer and the Contractor shall certify that the steel furnished conforms to the ladle analysis. The ladle analysis shall state the percentage of carbon, phosphorus, manganese and sulfur present in the steel.

1.4.3 Disposition Records. A system of identification which shows the disposition of specific lots of approved test materials in the work shall be established and submitted to the Contracting Officer before completion of the contract.

1.5 MEASUREMENT AND PAYMENT The work of this section will be measured for payment as follows:

1.5.1 Reinforcement, including rebars and anchors, for the Abutment Raise will not be measured for separate payment and costs for this work shall be included in the price bid for the concrete item to which the work pertains.

1.5.2 Reinforcement, including rebars and anchors, for repair areas, including the Spillway Crest repair, Aeration Notch repair, Spillway Random repair, and Ledge repair will be measured for separate payment on the basis of square meters of area to receive concrete.

1.5.3 Reinforcement, including rebars and anchors, for Baffle Block Replacement will not be measured for separate payment and payment will be made based on the number of baffle blocks replaced.

1.5.4 All other work of this section relating to reinforcing will not be measured for separate payment and costs therefore shall be included in the price bid for the item to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Spillway Crest Repair-Reinforcement and Anchors	M2
Aeration Notch Repair-Reinforcement and Anchors	M2
Spillway Random Repair-Reinforcement and Anchors	

First 105 M2	M2
Over 105 M2	M2
Ledge Repair-Reinforcement and Anchors	
First 68 M2	M2
Over 68 M2	M2
Baffle Block Replacement	EA
Abutment Raise	EA
Sidewalk	LS

2. PRODUCTS

2.1 Reinforcement Steel.

2.1.1 Reinforcement steel shall conform to ASTM A 615, size(s) as shown on the drawings. For steel wire with a specified yield strength (fy) exceeding 400mPa (65,000 psi), fy shall be the stress corresponding to a strain of 0.35 percent.

2.2 Accessories.

2.2.1 Reinforcement steel supports shall conform to ACI SP 66. Bar supports for formed surfaces exposed to view or to be painted shall be plastic protected wire or stainless steel.

2.2.2 Anchor bolts and nuts conform to U.S. Government G.S.A SPECIFICATION FF-S-325, Group VIII, Type 2.

3. EXECUTION

3.1. INSTALLATION. Reinforcement steel and supports shall be installed or placed as specified and as shown on contract and approved shop drawings. Placement details of reinforcement and accessories not specified or shown on the drawings shall be in accordance with ACI SP 66 or ACI 318. Reinforcement shall be fabricated to shapes and dimension shown, placed where indicated within specified tolerances, and adequately supported during concrete placement. At the time of concrete placement, all reinforcement shall be free from loose, flaky rust, scale (except tight mill scale), mud, oil, grease or any other coating that might reduce the bond with the concrete.

3.1.2 Anchor bolts and nuts shall be placed and installed as specified and as shown on contract and approved shop drawings. Installation and placement detail not specified or shown on the drawing shall be in accordance with the manufactures recommendations. At the time of concrete placement, all anchor

bolts, nuts, and reinforcement steel shall be free from loose flaky rust, seals, mud, oil, grease, or any other coating that might reduce the bond with the concrete.

3.2 Placing Tolerances.

3.2.1 Concrete cover. The minimum concrete cover of reinforcement steel and accessories shall be as indicated on the drawings. The tolerance is + 10 mm (3/8 inch). In areas where the concrete removal exceeds the minimum amount indicated on the drawings, it is acceptable to extend the anchor bolts to meet the cover requirements using threaded rod and threaded couplings.

3.3 Splicing. Splices in reinforcement steel shall be as specified, shown on the drawings or as directed by the Contracting Officer. Reinforcement steel may be spliced at alternate or additional locations at no additional cost to the Government, subject to the approval of the Contracting Officer. Except as provided herein, all splicing shall be lap splices and shall be in accordance with approved splicing procedures and the requirements of ACI 318.

3.4 Materials Tests. The Contractor shall have required material tests performed by an approved laboratory to demonstrate that the materials are in conformance with the specifications. Tension tests shall be performed on full cross section specimens in accordance with ASTM E 8, using a gage length that spans the extremities of specimens. Tests shall be at the Contractor's expense.

3.5 QUALITY CONTROL. The Contractor shall establish and maintain quality control for work under this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations. A copy of the records of inspections and tests, as well as the records of correction action taken, shall be furnished to the Government as directed by the Contracting Office.

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SECTION 03400

PREPARATION OF EXISTING CONCRETE

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SECTION 03400

PREPARATION OF EXISTING CONCRETE

1. GENERAL

1.1 SCOPE The work covered in this section consists of determination of existing concrete to be repaired, concrete sawcutting, removal and disposal of said concrete, and surface preparation.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

(1) Waste Concrete Disposal: SECTION: GENERAL.

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 Concrete Sawing and Drilling Association (CSDA).

W-1 Concrete Wall Sawing.

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Concrete Removal Procedure. Proposed procedure for concrete sawcutting and removing concrete.

1.5 MEASUREMENT AND PAYMENT The work of this section will be measured for payment as follows:

1.5.1 Preparation of the existing concrete surface on top of the abutment wall to receive new concrete for the Abutment Raise will not be measured for separate payment and costs for this work shall be included in the price bid for the concrete item to which the work pertains.

1.5.2 Concrete removal, not including sawcutting, for repair areas, including the Spillway Crest repair, Aeration Notch repair, Spillway Random repair, and Ledge repair, will be measured for separate payment on the basis of square meters of area to receive concrete.

1.5.3 Concrete removal, including sawcutting, for Baffle Block Replacement will not be measured for separate payment and costs for this work shall be included in the price bid for the item to which the work pertains.

1.5.4 Sawcutting for repair areas, including the Spillway Crest repair, Aeration Notch repair, Spillway Random repair, and Ledge repair will be measured for separate payment on the basis of length of sawcuts made in meters.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Spillway Crest Repair-Concrete Removal	M2
Spillway Crest Repair-Sawcutting	M
Aeration Notch Repair-Concrete Removal	M2
Aeration Notch Repair-Sawcutting	M
Spillway Random Repair-Concrete Removal	
First 105 M2	M2
Over 105 M2	M2
Spillway Random Repair-Sawcutting	
First 945 M	M
Over 945 M	M
Ledge Repair-Concrete Removal	
First 68 M2	M2
Over 68 M2	M2
Ledge Repair-Sawcutting	
First 150 M	M
Over 150 M	M
Baffle Block Replacement	EA
Abutment Raise	EA

2. PRODUCTS NOT USED

3. EXECUTION

3.1 Concrete Removal. Contractor shall sound the concrete surfaces in the presence of the Contracting Officer's representative to determine the exact extent of concrete removal in the field. Actual locations and limits of deteriorated concrete shall be determined by visual examination and by rapping the concrete surface with a hammer or 15 mm (5/8-inch) steel rod. A dull or hollow sound from the rapping shall indicate the concrete is defective.

Contractor shall mark lines on the concrete which shall be the limits of concrete removal as approved by the Contracting Officer. Care shall be made when laying out areas to be saw cut to reduce the total length of the saw cuts. After the areas for removal are marked, the perimeter shall be saw cut to a minimum depth of 36 mm (1-1/2 inches) using a concrete saw and diamond blades. Saw cuts shall be straight, and changes in direction shall be maintained at a minimum. Saw cuts shall be made at a slight angle (dove tail) as shown on the drawings. Sawing shall be in accordance with CSDA W-1, except as herein specified. Deteriorated concrete shall then be removed with chipping hammers or other approved means. Concrete shall be removed to a reasonably uniform profile. The depth of removal shall be approved by the Contracting Officer and shall be at least the minimum 120 mm (4.7 inches) specified on the drawings. Removal beyond the depth specified shall not be more than necessary to reach sound concrete. All reinforcement exposed during removal shall be preserved. Loose concrete and all undesirable coatings shall be removed from exposed reinforcement or prior to reimbedment. NO BLASTING WILL BE ALLOWED IN THIS CONTRACT.

3.2 Surface Preparation. All concrete surfaces to be bonded to new concrete, shall have the surface roughened to form projections with an amplitude of 6 mm (1/4-inch) or greater. Surface preparation shall remove all loose concrete, deteriorated concrete, dirt, debris, laitance, efflorescence, vegetative matter, oil, grease, and other deleterious substances. Surface preparation may include removal with chipping hammers, wire brushing, sand blasting, and water jetting. All prepared surfaces shall be rinsed with clean water.

3.3 Disposal.

3.3.1 Waste Water Disposal. The method used in disposing of waste water employed in cutting, washing, and rinsing of concrete surfaces shall be such that the waste water does not stain, discolor, or affect exposed surfaces of the structures or damage the environment of the project area. Method of disposal will be subject to approval.

3.3.2 Waste Concrete Disposal. Concrete removed from surfaces to be repaired shall be disposed of as specified in SECTION: GENERAL.

3.4 QUALITY CONTROL. Contractor shall establish and maintain quality control for work under this section to assure compliance with contract requirements, and maintain records of his quality control for all construction operations. A copy of the records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Government as directed by the Contracting Officer.

--END OF SECTION --

SECTION 03500
MONOLITH JOINTS

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SECTION 03500

MONOLITH JOINTS

1. GENERAL

1.1 SCOPE This section covers the materials, techniques, and workmanship requirements for installing elastomeric materials in preformed monolith joints.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 American Society for Testing and Materials (ASTM).

C 920-01 Elastomeric Joint Sealants

D 1752-84(R1996)E1 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Test Reports. Certified manufacturer's test reports shall be provided for the polyurethane sealant, elastomeric joint filler, and butyl rod, to verify compliance with applicable specifications.

1.4.2 Samples.

1.4.2.1 Field-molded sealant and primer. One 16-ounce tube of field-molded sealant and primer (when use of primer is recommended by the sealant manufacturer) shall be provided for testing.

1.4.2.2 Joint filler materials shall be submitted for inspection and testing and shall be identified to indicate manufacturer, type of material, size and quantity of material, and shipment represented.

1.5 MEASUREMENT AND PAYMENT

1.5.1 Repair of the monolith joints in the spillway repair areas shall be measured by the lineal meter complete. Payment will constitute full compensation for the work of this section.

1.5.2 Abutment Monolith Joint Repair will not be measured for payment and all costs will be paid for on a lump sum basis.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Spillway Crest Repair-Monolith Joints	M
Spillway Random Repair-Monolith Joints	
First 48 M	M
Over 48 M	M
Ledge Repair-Monolith Joints	
First 15 M	M
Over 15 M	M
Abutment Monolith Joint Repair	LS

2. PRODUCTS

2.1 Joint Sealant. Sealant shall be a polyurethane base cold-applied, 1 or 2 component type conforming to ASTM C 920, Type S or M, Grade P for horizontal joints, Grade NS for vertical joints, Class 25, Use T or NT. If recommended by the manufacturer, the joint sealant shall be used with the manufacturer's specified primer

2.2 Expansion Joint Filler Strips, Premolded. Premolded expansion joint filler strip shall be sponge rubber conforming to ASTM D 1752, Type I.

2.3 Joint Backer Rod. The backer rod shall be compressible, non-shrink, nonreactive with sealant, round in shape, dust free, of continuous length and 25-33 percent larger in diameter than the width of the joint at the time of installation. The rods should be extruded from polyolefin foam with a nonabsorbent skin.

3. EXECUTION

3.1 INSTALLATION. Care shall be exercised to avoid application of joint material on the face of exposed concrete surfaces.

3.1.1 Expansion Joint Filler Strips shall be placed as indicated on the drawings. Premolded filler strips shall have oiled wood strips secured to the top thereof and shall be accurately positioned and secured against displacement to clean, smooth concrete surfaces. The wood strips shall be slightly tapered, dressed and of the size required to install filler strips at the desired level below the finished concrete surface and to form the

groove for the joint sealant. Material used to secure premolded fillers and wood strips to concrete shall not harm the concrete and shall be compatible with the joint sealant or seals. The wood strips shall not be removed until after the concrete curing period. The groove shall be thoroughly cleaned of all laitance, curing compound, foreign materials, protrusions of hardened concrete and any dust, which shall be blown out of the groove with oil-free compressed air.

3.1.2 Joint Sealants. Foam backer rods shall be placed as indicated on the drawings. Joints shall not be sealed when the sealant, air, or concrete temperature is less than 5 degrees C. (40 degrees F.). Joints shall be primed and filled flush with joint sealant in accordance with the manufacturer's recommendations and as shown on the drawings.

3.2 QUALITY CONTROL. The Contractor shall establish and maintain quality control for work under this section to assure compliance with contract requirements and shall maintain records of his quality control for all construction operations. A copy of the records of inspections and tests, as well as the records of corrective action taken, shall be furnished to the Government as directed by the Contracting Officer.

-- END OF SECTION --

SECTION 03600

GROUT

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SECTION 03600

GROUT

1. GENERAL

1.1 SCOPE This section pertains to Non-shrink grout.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

Filling probe holes: SECTION: FOUNDATION INVESTIGATION AND REPAIR

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 American Society for Testing and Materials (ASTM).

C 31/31M-00E1	Making and Curing Concrete Test Specimens in the Field
C 39/39M-01	Compressive Strength of Cylindrical Concrete
C 109/109M-01	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens)
C 136-01	Sieve Analysis of Fine and Coarse Aggregate
C 144-99	Aggregate for Masonry Mortar
C 1090-01	Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout
C 1107-99	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
E 329-00B	Agencies Engaged In The Testing And/Or Inspection Of Materials Used In construction

1.3.2 CLARIFICATION. For all references within ASTM C 1107, substitution shall be made to use ASTM-C 1090 in place of CRD-C 621.

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Non-shrink grout.

1.4.1.1 General. Descriptive literature of the grout proposed for use shall be furnished together with a certificate from the manufacturer stating that it is suitable for the application and exposure for which it is being considered. In addition, a detailed plan shall be submitted, showing equipment and procedures proposed for use in mixing and placing the grout. The degree of fluidity proposed for use shall also be given.

1.4.1.2 Prepackaged material requiring only the addition of water will be accepted on the basis of certified laboratory test results showing that the material meets the requirements of ASTM C 1107. When fine aggregate is to be added, the design mix proportions together with certified copies of laboratory test results indicating that the materials and the mix is in conformance with the requirements of ASTM C- 1107 shall be furnished for approval.

1.4.1.3 Mixture proportions for non-shrink grout that is not prepackaged shall use a volume-change controlling ingredient and shall be submitted. The submittal shall include the design mix proportions of all ingredients and certified copies of laboratory test results indicating that the materials and the mix is in conformance with the material requirements herein. In addition, a detailed plan shall be submitted, showing equipment and procedures proposed for use in mixing and placing the grout.

1.4.2 Test reports.

1.4.2.1 Aggregates will be accepted on the basis of test reports from a laboratory complying with ASTM E 329 which show compliance with all specification requirements.

1.5 MEASUREMENT AND PAYMENT

1.5.1 Non-Shrink Grout. Non-Shrink grout for filling the probe holes will not be measured for payment and costs therefore shall be included in the price bid for the feature to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Foundation Investigation-Probe Holes	
First 22 M	M
Over 22 M	M

2. PRODUCTS

2.1. Non-shrink Grout shall be non-metallic and provide a minimum 28 day compressive strength of 34 MPa (5,000 pounds per square inch). The grout shall be mixed, placed, and cured in accordance with the manufacturer's written specification, or as approved by the Contracting Officer. The exposed grout surface shall be struck level and finished to match as close as possible the adjacent undisturbed existing concrete, unless otherwise approved.

2.1.1 Prepackaged Non-shrink Grout shall conform to ASTM-C 1107, Grade C. Fine aggregate shall not be added.

2.1.2 Non-shrink Grout that is not prepackaged shall meet the performance requirements of paragraph 6 of ASTM-C 1107, Grade C and adaption of the methods in paragraphs 7 through 13 ASTM-C 1107, Grade C. Non-shrink Grout that is not pre-packaged shall consist of fine aggregate, Portland cement, water and a volume-change controlling ingredient. Water content shall be the minimum that will provide a flowable mixture and completely fill the space to be grouted without segregation, bleeding, or reduction of strength.

2.1.3 Non-shrink Grout for backfilling Probe Holes and other concrete core holes shall contain volume expansion meeting the requirements of ASTM C 1107.

3. EXECUTION

3.1 NON-SHRINK GROUT.

3.1.1 Ingredients shall be thoroughly dry-mixed before adding water. After adding water, the batch shall be mixed for 3 minutes. Batches shall be of size to allow continuous placement of freshly mixed grout. Grout not used within 30 minutes after mixing shall be discarded. The space to receive grout shall be filled solid with the grout. Forms shall be suitable for retaining the grout and shall be removed after the grout has set. The placed grout shall be worked to eliminate voids. Unless the manufacturer's temperature requirements are more restrictive, the temperature of the grout, and of surfaces receiving the grout, shall be maintained at 40 to 85 degrees F. until after setting. All grout shall be mixed in heated enclosures.

3.2 CURING AND PROTECTION. Grout shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, and exposure to rain and damaging flowing water, beginning immediately after placement, and continuing for 7 days or until the specified strength is achieved, which ever is shorter. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to start of grout placement. Preservation of moisture for non-shrink grout surfaces shall be accomplished through the application of impervious sheet material or the application of membrane forming curing compound in accordance with the manufacturer's printed or written instructions.

3.3 CONTRACTOR QUALITY CONTROL.

3.3.1 General. In accordance with the provisions of SECTION 01440, a quality control system shall be established and maintained which regulates, tests, and inspects all the procedures, equipment, materials, and personnel so that the completed project will comply with the requirements of the project specifications and the following:

3.3.2 Inspection Details and Frequency of Testing.

3.3.2.1 Not Used.

3.3.2.2 Non-shrink grout.

3.3.2.2.1 Mix Proportions. Mix proportions shall be checked for accuracy at least once for each mix design used.

3.3.2.2.2 Aggregate. The Contractor shall perform initial quality and gradation tests in accordance with ASTM C 136 and ASTM C 144 and submit at least 30 days prior to commencement of grouting. At least one gradation test shall be made during each shift that non-shrink grout using aggregate is produced. Upon approval test frequency may be decreased by 1/2 when variation among recent readings is minimal.

3.3.2.2.3 Compression Test Specimens. Samples for strength tests for each mix design used shall be taken for each 0.25 cubic meter (9 cubic feet) of grout, or once each day if less than 0.25 cubic meter (9 cubic feet) of grout is placed. Compression test specimens for acceptance tests shall be molded, cured and tested in accordance with the applicable portions of ASTM C 31, ASTM C 109 and ASTM C 1107. Three cube 50 mm (2 inch) specimens shall be tested at each age: 24 hours, three days and 28 days.

3.3.3 Reports. Compression test reports shall list the test results, mixture proportions and the time and locations of placement of the grout represented by the specimens tested. One copy of the test report shall be submitted to the Contracting Officer's Representative at the project site within 7 days after specimens are tested.

3.3.3.4 A copy of the records of inspections, as well as the records of corrective action taken, shall be furnished the Government as directed.

3.3.4 Protection of work and cleanup. During grouting operations, all necessary precautions shall be taken to prevent grout, or other substances from defacing or damaging any surface of any part of the uncompleted or completed work. Upon completion of grouting operations, all wasted or excess grout deposited during grouting operations shall be removed.

-- END OF SECTION --

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SECTION 03700

DRILLING AND GROUTING DOWELS

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SECTION 03700

DRILLING AND GROUTING DOWELS

1. GENERAL

1.1 SCOPE This section covers the drilling and grouting of dowel bars.

1.2 RELATED WORK OF OTHER SECTIONS. The following items of related work are covered under other sections:

1) Dowel bars: SECTION 03300: CONCRETE REINFORCEMENT AND ACCESSORIES

1.3 APPLICABLE PUBLICATIONS. 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.

1.3.1 American Society for Testing and Materials (ASTM)

C 881-99 Epoxy-Resin-Based Bonding Systems For Concrete

1.4 SUBMITTALS. The following shall be submitted in accordance with SECTION: SUBMITTAL PROCEDURES.

1.4.1 Certificate of Compliance from the manufacturer certifying that the materials supplied meet the requirements of the specification.

1.4.2 Manufacturer's Technical Data for epoxy grout including the manufacturer's recommended installation and mixing instructions. Temperature, moisture, and other environmental matters which affect performance of the material shall be addressed.

1.4.3 Strength Test Data indicating the pullout resistance of the grouted dowels.

1.5 MEASUREMENT AND PAYMENT

1.5.1 The work of this section will not be measured for separate payment and cost shall be included in the item to which the work pertains.

1.6 BIDDING SCHEDULE ITEMS applicable to the work of this section are as follows:

<u>Item</u>	<u>Unit</u>
Baffle Block Replacement	EA
Abutment Raise	EA

2. PRODUCTS

2.1 Epoxy Grout shall be a two-component, epoxy-resin bonding system conforming to ASTM C 881, Type I, Grades 1 or 2, Class A, B, or C. Class used shall be governed by the range of temperature for which the material is to be used. Grade shall be per manufacturer's recommendation for the intended application. Epoxy grout shall be furnished by the manufacturer in a kit with each component furnished in separate containers. A third container large enough to mix both components shall also be furnished.

3. EXECUTION

3.1 General. The length and diameter of the drilled hole and the grouting procedure must be adequate to develop the yield strength of the reinforcing bar in tension. The yield strength of the reinforcing steel shall comply with the provisions of SECTION: CONCRETE REINFORCEMENT AND ACCESSORIES. The Contractor shall supply sufficient documentation to substantiate his method prior to drilling the holes. Due to potential failure of the concrete in tension, the length of the hole must be greater than or equal to the minimum length shown on the plans for each respective bar size.

3.2 Drilling. Holes shall be drilled in the concrete to the depths required to develop the strength of the dowels but not less than the minimum length shown on the drawings. Drilled holes shall be of a diameter at least 3.175 mm (1/8 inch) larger than the diameter of the dowel bar to be set. A template or other approved method shall be used to assure accurate location of the drilled holes.

3.3 Grouting. Dowels shall be grouted as recommended by the epoxy grout manufacturer and as approved by the Contracting Officer. The procedure shall be such that the space around the dowel is completely filled with epoxy grout. Dowels shall be perpendicular to the concrete surface after the epoxy grout has cured unless indicated on the drawings to be at some other angle.

-- END OF SECTION --

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