

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER <b>DACW67-02-B-0004</b>	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED <b>13 DEC 2001</b>	PAGE OF PAGES <b>1</b>
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.</b>			

4. CONTRACT NUMBER <b>DACW67-02-C-0006</b>	5. REQUISITION/PURCHASE REQUEST NUMBER <b>W68MD9-1313-7502</b>	6. PROJECT NUMBER
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7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB PO Box 3755 Seattle, WA 98124-3755	CODE <b>W68MD9</b>	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB Seattle, WA 98124-3755  HAND CARRY: Preston Conference Room 4735 East Marginal Way South Seattle, WA 98134-2385  BID OPENING ROOM: Preston Conference Room
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9. FOR INFORMATION CALL	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover
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**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 number, date):

Furnish all labor, materials and equipment and perform all work for Penstock Gates and Bulkheads Corrosion Control Modification, Libby Dam, Montana in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation No. DACW67-02-B-0004, dated December 13, 2001 with 5 amendments thereto.
2. Wage Determination No. MT010001 with 3 modification thereto.
3. Drawing as listed in Section 00800.
4. See page 00010-3 for alterations to Contract.

11. The Contractor shall begin performance within 10 calendar days and complete it \* calendar days after award,  notice to proceed. This performance period is  mandatory,  negotiable. (See Paragraph SC-1, 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <b>10</b>
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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 2:00 p.m (hour) local time 15 January 2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed 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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  
**DICK ANDERSON CONSTRUCTION, INC.**  
 3424 Highway 12 East  
 Helena, MONTANA 59601  
 Tax ID No: 81-0300463 DUNS No: 089514434  
 eMail: regina@adconstruction.com

15. TELEPHONE NUMBER (Include area code) **406-443-3225** FAX: **406-443-1535**  
 16. REMITTANCE ADDRESS (Include only if different than Item 14)

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 accepted by the Government in writing within 120 calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS 

See page 00010-5

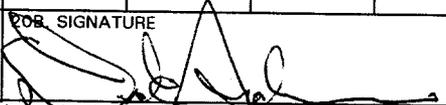
18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.	1	2	3	4	5					
DATE	28 Dec 2021	02-JAN-2022	07-Jan-2022	08-Jan-2022	15 JAN-2022					

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  
**Dick Anderson - President**

20B. SIGNATURE  


20C. OFFER DATE  
**January 23, 2022**

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED  
 0001 Thru 0006

22. AMOUNT  
**\$695,311.00**

23. ACCOUNTING AND APPROPRIATION DATA  
 96X31230000 082433 3230FB62KC 96453

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 

ITEM 26  
 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
 10 U.S.C. 2304(c) ( )  41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE  
 SEE ATTACH ALTERATIONS PAGE

27. PAYMENT WILL BE MADE BY  
**US Army Corps of Engineers Finance Center  
 CEFC-AO-P  
 5722 Integrity Drive  
 Millington, TN 38054-5005**

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)  
**CHERYL A. ANDERSON**

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA  


31C. AWARD DATE  
**16 Feb 2022**

ALTERATIONS IN CONTRACT  
(FAR 52.252-4) (APR 1984)

DACW67-02-C-0006

Portions of this contract are altered as follows:

Standard Form SF 1442, Block 26

Spokane Area Office  
P.O. box 1929  
Airway Heights, WA 99001-1929

Remit Payments to:

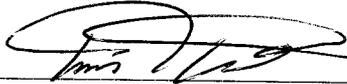
Spokane Area Office  
P.O. Box 1929  
Airway Heights, WA 99001-1929

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

**CORPORATE CERTIFICATE**

I, TIM FORD, certify that I am the Secretary Secretary of the Corporation named as Contractor herein; that DICK ANDERSON, who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

  
\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)

**AUTHORITY TO BIND PARTNERSHIP**

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) \_\_\_\_\_

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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01045/II  
 Penstock Gates and Bulkheads, Libby Dam, Mt.

**BID SCHEDULE**

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Modify Bulkhead and Install Valve and Actuator Assembly	1	JOB	L.S.	\$ <u>67,777.<sup>00</sup></u>
0002	Remove and Replace Corroded Seal Retainer Bars, Cap Screws and Spacers	1	JOB	L.S.	\$ <u>85,668.<sup>00</sup></u>
0003	Remove and Replace Top, Bottom and Side Seals	1	JOB	L.S.	\$ <u>48,394.<sup>00</sup></u>
0004	Prepare and Paint Penstock Gates and Bulkheads	1	JOB	L.S.	\$ <u>326,618.<sup>00</sup></u>
0005	Install Anodes and Studs on Upper and Lower Bulkheads	1	JOB	L.S.	\$ <u>35,414.<sup>00</sup></u>
0006	Skin Plate Repair Weldment	1325	LB	\$ <u>99.20</u>	\$ <u>131,410.<sup>00</sup></u>
				<b>TOTAL</b>	\$ <u>695,311.<sup>00</sup></u>

NOTE: All submittals required by the specifications are due within 15 days of notice to proceed.

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>
2. AMENDMENT/MODIFICATION NO. <b>0005</b>		3. EFFECTIVE DATE <b>15-Jan-2002</b>	4. REQUISITION/PURCHASE REQ. NO. <b>W68MD9-1313-7502</b>		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE <b>DACW67</b>	7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. <b>DACW67-02-B-0004</b>
				X	9B. DATED (SEE ITEM 11) <b>12-Dec-2001</b>
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D.OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>Penstock Gates and Bulkheads Corrosion Control and Modification Libby Dam, Montana</b>					
A. This amendment provides a change to Sections 01025, 09965, 11288 and the Bid Schedule.					
B. The bid date and time is changed to read 2:00 p.m. local time 24 January 2002.					
C. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark the outside of envelope in which your bid is enclosed to show amendment received.					
Encl: Section 01025 Section 09965 Section 11288					
<i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</i>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>15-Jan-2002</b>

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 08-Jan-2002	4. REQUISITION/PURCHASE REQ. NO. W68MD9-1313-7502	5. PROJECT NO.(If applicable)		
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	7. ADMINISTERED BY (If other than item 6) CODE			
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW67-02-B-0004
				X	9B. DATED (SEE ITEM 11) 12-Dec-2001
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Penstock Gates and Bulkheads Corrosion Control and Modification Libby Dam, Montana A. This amendment provides a change to Section 09965. B. The bid date and time remains unchanged at 2:00 p.m. local time 17 January 2002. C. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark the outside of envelope in which your bid is enclosed to show amendment received.  Encl: Section 09965					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		08-Jan-2002	

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 07-Jan-2002	4. REQUISITION/PURCHASE REQ. NO. W68MD9-1313-7502	5. PROJECT NO.(If applicable)		
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	7. ADMINISTERED BY (If other than item 6) CODE			
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW67-02-B-0004
				X	9B. DATED (SEE ITEM 11) 12-Dec-2001
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D.OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Penstock Gates and Bulkheads Corrosion Control and Modification Libby Dam, Montana					
A. This amendment provides a change to Section 09965.					
B. SF 1442, Block 12B, is hereby changed to read 5 days.					
C. The bid date and time is changed to read 2:00 p.m. local time 17 January 2002.					
D. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark the outside of envelope in which your bid is enclosed to show amendment received.					
Encl: SF1442 Section 09965					
<i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</i>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____		BY _____		07-Jan-2002	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 02-Jan-2002	4. REQUISITION/PURCHASE REQ. NO. W68MD9-1313-7502		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACW67	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW67-02-B-0004	
				X	9B. DATED (SEE ITEM 11) 12-Dec-2001	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D.OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DACW67-02-B-0004, Penstock Gates and Bulkheads Corrosion Control and Modification Libby Dam, Montana  A. This Amendment two (0002) provides the following for clarification:						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  02-Jan-2002	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

(1) Site visit meeting minutes.

(2) Reference Note 2, Plate G-2 of the Contract Drawings:

DELETE the second sentence, "Contractor shall be allowed to position one work trailer on the roadway deck to be located along the upstream curb plus parking for one vehicle as shown on Plate G-2."

The following should be ADDED to Note 2: "Limited storage area for materials and supplies only can be made available on the roadway deck provided that the deck access is kept clear for snow removal (there can still be snow in March/April) and gantry crane work. The contractor may utilize the left bank parking area (power and telephone are available) located at the base of the spillway for positioning a work trailer/staging area and/or may also utilize the left abutment area at the top of the spillway for a contractor trailer/staging area (power is available)."

B. The bid date and time of January 15, 2001, 2:00 p.m. Local Time remain the same.

C. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark the outside of envelope in which your bid is enclosed to show amendment received.

Encl:

Site Visit Meeting Minutes

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 28-Dec-2001	4. REQUISITION/PURCHASE REQ. NO. W68MD9-1313-7502		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACW67	7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)          CODE _____ FACILITY CODE _____				X	9A. AMENDMENT OF SOLICITATION NO. DACW67-02-B-0004
				X	9B. DATED (SEE ITEM 11) 12-Dec-2001
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D.OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DACW67-02-B-0004, Penstock Gates and Bulkheads Corrosion Control and Modification, Libby Dam, Montana  A. This Amendment one (0001) provides for the following:					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  28-Dec-2001

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

(1) The attached photographs are provided for clarification following the site visit.

B. The bid date and time of January 15, 2001 2:00 p.m. Local Time remain the same.

C. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark the outside of envelope in which your bid is enclosed to show amendment received.

Encl:

Photographs, 1-30

## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) 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.

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

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

(f) Nondevelopmental item means--

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

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

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

(End of clause)

## 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 principals, 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)

52.211-18 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.

#### 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.

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).

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)

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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
2.7%	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 **Libby Dam, Lincoln County, Montana.**

#### 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes 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.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that 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.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing 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.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, 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 system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system 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, Guam, and the Virgin Islands.

(e) 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 disabled veterans and veterans of the Vietnam era, 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. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and 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 the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) 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.

(g) 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. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

(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 DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(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 where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

though (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).

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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 end product (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) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
[Contracting Officer to list applicable excepted materials or indicate "none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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)

52.227-1 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.)

#### 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

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

#### 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.

#### 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

#### 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)

#### 52.229-3 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)

#### 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region \_\_\_\_\_. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
 (Name)  
 \_\_\_\_\_

(Title)

---

(Date)

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

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

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

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

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

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

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

(1) Relieving the Contractor from the sole responsibility for 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.

#### 52.232-16 PROGRESS PAYMENTS (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph (a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements,

and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Unfinalized Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under unfinalized contract actions. A "contract action" is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is finalized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for unfinalized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the unfinalized contract action as long as the

contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

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.

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.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract

financing payments under the terms and conditions specified in this clause. Payment shall be considered 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 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (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 shall be 14 days after receipt of the payment request by the designated billing office. 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 shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received 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, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(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 shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. 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 shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(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 subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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., prompt payment discount 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 be notified in the event of a defective invoice.
- (viii) For payments described in subdivision (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) Any other information or documentation required by the contract.
- (x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed 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 interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based 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 following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors 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) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(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 include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to 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) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(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 subparagraph (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subdivision (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. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), 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 United States is a party. The United States 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 United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

#### 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. (DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money

exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

(2)(i) 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.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to

Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

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

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

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

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

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

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

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

#### 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.

#### 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.

## 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.

## 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.

## 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.

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

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

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

#### 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.

#### 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)

(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 the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 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.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### 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)

#### 252.209-7004 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.

#### 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

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.

#### 252.243-7001 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.

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in 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 Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

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SPECIAL CLAUSES

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SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	<u>DELETED</u> - TIME EXTENSIONS
SC-4	<u>DELETED</u> - VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
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SECTION 00800  
SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
(FAR 52.211-10).

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 1 September 2002. The time stated for completion shall include final cleanup of the premises. The Contractor will be issued the notice to proceed on or about 01 February 2002. The contract will not be extended beyond 1 September 2002. See Work Sequence in Section 01005.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1494.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3 AND SC-4 DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

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

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

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

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

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

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous

material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The 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.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9 THROUGH SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)- (EFARS 52.231-5000)

(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 VIII. 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.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volume 4 (Montana) and Volume 8 (Washington, Oregon and Idaho) are available from the Superintendent of Documents, P.O. Box 371954, Pittsburg, PA 15250-7954, phone (202) 512-1800 and fax (202) 512-2250, OR from the Government Bookstore in the Jackson Federal Building, Seattle, WA, phone (206) 553-4279. The cost is \$28.00 for each volume. Use the following stock numbers when ordering schedules:

S/N 008-022-00300-2	Volume 4
S/N 008-022-00304-5	Volume 8

#### SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

#### SC-16 AND SC-17. DELETED

#### SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(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; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed 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 in the index of drawings attached at the end of the Special Clauses.

INDEX OF DRAWINGS

FILE NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
			Penstock Gates and Bulkhead Corrosion Control and Modification, Kootenai River near Libby, MT		
E-53-11-188	1	G-1	Cover Sheet, Drawing Index, and Area & Vicinity Maps		01SEP12
	2	G-2	Location Map		01SEP12
	3	S-1	Rehab& Modification Schedule, Notes and Abbreviations		01SEP12
	4	S-2	Penstock Bulkhead and Lifting Beam Modifications		01SEP12
	5	M-1	Intake Bulkhead Material Schedule		01SEP12
	6	M-2	Intake Bulkhead Bypass Valve Remote Actuator Assembly		01SEP12

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

FILE NUMBER	REF DWG NUMBER	TITLE	REVISION NUMBER	DATE
<b>LIBBY DAM AND MSH 37, UNIT 3A (CONTRACT 67-0056) NON-OVERFLOW MONLITHS</b>				
<u>NON-OVERFLOW MONOLITHS</u>				
E-53-11-188	1	Monos. 14 to 19-Plan, Elevation & Sections	J	82AUG06
	2	Details XII	C	82AUG06
	3	Details XIII	G	82AUG06

FILE NUMBER	REF DWG NUMBER	TITLE	REVISION NUMBER	DATE
<u>PENSTOCK GATES</u>				
E-53-11-188	4	General Arrangement	F	82AUG06
	5	Plan, Elevations & Sections	A	82AUG06
	6	Gate Details I	B	82AUG06
	7	Gate Details II	B	82AUG06
	8	Gate Details III	B	82AUG06
	9	Details	E	82AUG06
<u>PENSTOCK BULKHEADS</u>				
	10	Upper Leaf	B	82AUG06
	11	Lower Leaf	A	82AUG06
	12	Bulkhead Details I	B	82AUG06
	13	Bulkhead Details II	B	82AUG06
	14	Details	D	82AUG06
<u>PENSTOCK BULKHEAD AND LIFTING BEAM</u>				
	15	Lifting Beam Plan and Sections		94SEP09
	16	Lifting Beam Notes and Parts List		94SEP09
	17	Parts Details		94SEP09
	18	Parts Assembly Drawings		94SEP09

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

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DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

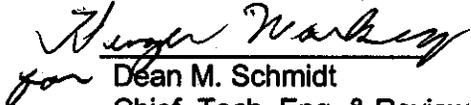
	1	Hard Hat Sign	10SEP90
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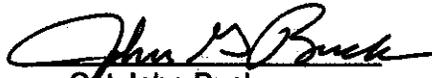
END OF SECTION

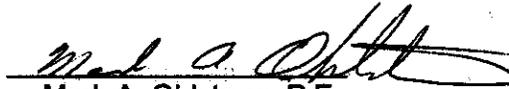
## DESIGN AUTHENTICATION

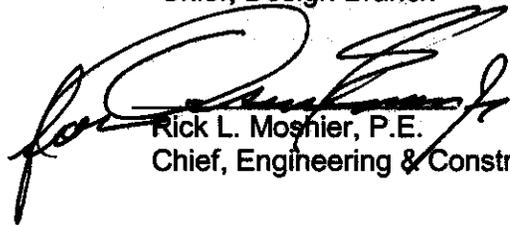
Penstock Gates and Bulkheads Corrosion  
Control and Modification  
Libby Dam, Mt.

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.

  
for Dean M. Schmidt  
Chief, Tech. Eng. & Review Section,  
Construction Branch

  
Cpt John Buck  
Project Manager

  
Mark A. Ohlstrom, P.E.  
Chief, Design Branch

  
Rick L. Moshier, P.E.  
Chief, Engineering & Construction Division

This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are within the scope of their employment as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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WAIS Document Retrieval  
GENERAL DECISION MT010001 11/16/2001 MT1

Date: November 16, 2001  
General Decision Number MT010001

Superseded General Decision No. MT000001

State: Montana

Construction Type:  
HEAVY

County(ies):  
STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/23/2001
2	08/24/2001
3	11/16/2001

COUNTY(ies):  
STATEWIDE

ZONE DEFINITIONS

CARPENTERS, \*CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS,  
AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

Billings	Great Falls	Kalispell	Missoula
Bozeman	Havre	Lewistown	
Butte	Helena	Miles City	

ZONE 1:	0 to 30 miles	Base Pay
ZONE 2:	30 to 60 miles	Base Pay + \$2.20
ZONE 3:	Over 60 miles	Base Pay + \$3.70

\*CEMENT MASONS ZONES: The above cities plus  
DILLON      GLASGOW      GLENDIVE      SIDNEY

-----  
CARP0028B 05/16/2000

STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES

CARPENTERS:  
ZONE 1:

Carpenters	18.65	4.55
Piledrivermen	18.65	4.55
Millwrights	20.15	4.55

-----

CARP0028D 06/01/2000

	Rates	Fringes
STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES		
DIVERS	54.93	5.70
TENDERS	26.25	5.70

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CARP0112A 05/01/1998

	Rates	Fringes
BEAVERHEAD AND SILVER BOW COUNTIES		
CARPENTERS [Zone pay not applicable]:		
Carpenter	16.71	4.82
Millwright	17.21	4.82
Pile Driver	17.71	4.82

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ELEC0044A 06/01/2001

	Rates	Fringes
BEAVERHEAD, BIG HORN, BLAINE, BROADWATER, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, DEER LODGE, FALLON, FERGUS, GALLATIN, GARFIELD, GLACIER, GOLDEN VALLEY, GRANITE, HILL, JEFFERSON, JUDITH, BASIN, LEWIS AND CLARK, LIBERTY, MADISON, MCCONE, MEAGHER, MINERAL, MISSOULA, MUSSELSHELL, PARK, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, POWELL, PRAIRIE, RAVALLI, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, SILVER BOW, STILWATER, SWEET GRASS, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX, AND YELLOWSTONE COUNTIES		
LINE CONSTRUCTION:		
Lineman	25.04	4.25%+6.71
Equipment Operator	20.03	4.25%+6.34
Experienced Groundman	16.28	4.25%+6.07

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ELEC0233A 06/01/2001

	Rates	Fringes
BLAINE, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LIBERTY, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES		
ELECTRICIANS	22.13	4.25%+6.14

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ELEC0233B 06/01/2001

	Rates	Fringes
BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES		
ELECTRICIANS	21.65	4.25%+6.56

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ELEC0233F 06/01/2001		
	Rates	Fringes
BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES		
ELECTRICIANS	22.13	4.25%+6.14

-----

ELEC0532A 06/01/2001		
	Rates	Fringes
GALLATIN, PARK, AND SWEET GRASS COUNTIES		
ELECTRICIANS	20.74	4.25%+6.07

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ELEC0532C 06/01/2001		
	Rates	Fringes
BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, McCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES		
ELECTRICIANS	22.63	4.25%+6.46

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ELEC0768A 06/01/2001		
	Rates	Fringes
FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES		
ELECTRICIANS	23.00	7.28

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ELEC0768C 12/01/2000		
	Rates	Fringes
FLATHEAD, LAKE, AND LINCOLN COUNTIES		
LINE CONSTRUCTION:		
Cable Splicer	26.79	4.25%+6.41
Lineman	24.61	4.25%+6.32
Tree Trimmer	21.96	4.25%+6.21
Pole Sprayer	21.12	4.25%+6.17
Line Equipment Operator	20.28	4.25%+6.14
Experienced Groundman	16.24	4.25%+5.96

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ENGI0400A 05/01/2001		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
GROUP 1	17.74	4.90
GROUP 2	18.16	4.90

GROUP 3	18.53	4.90
GROUP 4	18.78	4.90
GROUP 5	19.76	4.90
GROUP 6	20.27	4.90
GROUP 7	21.81	4.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-end Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete Travel Batchter; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-

Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, self-propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons; Crane, Tower, all.

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley, all.

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist.

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IRON0014C 07/01/2001

Rates

Fringes

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

IRONWORKERS	20.52	10.53
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* IRON0841B 10/01/2001		
	Rates	Fringes
REMAINING COUNTIES		
IRONWORKERS	18.80	10.61
-----		

* LAB00098A 05/01/2000		
	Rates	Fringes
LABORERS:		
ZONE 1:		
GROUP 1	13.41	4.40
GROUP 2	16.19	4.40
GROUP 3	16.33	4.40
GROUP 4	17.05	4.40

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

PAIN0260A 07/01/1999		
	Rates	Fringes
BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of Phillipsburg), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE,		

MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern City limits of Helmsville), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

PAINTERS	13.35	1%+2.75
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PAIN0260C 07/01/2001

	Rates	Fringes
FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of Phillipsburg), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of Helmsville), RAVALLI, AND SANDERS COUNTIES		

PAINTERS	16.35	3.57
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PAIN1922A 06/01/2000

	Rates	Fringes
BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES		

INDUSTRIAL PAINTERS [Includes Industrial Plants, Tanks, Pipes, Bridges]	17.55	7.13
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PLAS0119A 05/01/2000

	Rates	Fringes
STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)		

CEMENT MASONS: ZONE 1	16.23	5.10
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DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

CEMENT MASONS: ZONE 1	17.30	5.10
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\* PLUM0030C 09/01/2001

	Rates	Fringes
BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GLACIER, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES		

PLUMBERS	23.15	8.90
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PLUM0041A 07/01/2001

Rates Fringes  
BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON,  
LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET  
GRASS COUNTIES

PLUMBERS 23.65 7.30

PLUM0459A 05/01/2001

Rates Fringes  
FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI,  
AND SANDERS

PLUMBERS 22.56 7.45

TEAM0002A 06/01/1999

Rates Fringes  
TRUCK DRIVERS:

ZONE 1:  
GROUP 1 13.31 4.96  
GROUP 2 17.34 4.96

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic

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)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

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TABLE OF CONTENTS  
TECHNICAL SPECIFICATIONS

Section  
No.

Section Title

DIVISION 1 - GENERAL REQUIREMENTS

01001	Supplementary Requirements
01005	Site Specific Supplementary Requirements
01025	Payment
01035	Modification Procedures
01061	Environmental Protection
01330	Submittals
01451	Contractor Quality Control
01501	Construction Facilities and Temporary Controls
01702	As Built Records and Drawings
01703	Warranty of Construction

DIVISIONS 2 THROUGH 4  
(Not Applicable)

DIVISION 5 - METALS

05055	Metalwork Fabrication, Machine Work, and Miscellaneous Provisions
05502	Metals: Miscellaneous, Standard Articles, Shop Fabricated Items

DIVISIONS 6 THROUGH 8  
(Not Applicable)

09965	Painting; Hydraulic Structures
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DIVISION 11 - EQUIPMENT

11288	Bulkhead and Gate Accessories
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DIVISION 12  
(Not Applicable)

DIVISION 13 - SPECIAL CONSTRUCTION

13110	Cathodic Protection System (Sacrificial Anode)
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DIVISIONS 14 THROUGH 16  
(Not Applicable)

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## SECTION 01001

### SUPPLEMENTARY REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS" shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

##### 1.2 CONSTRUCTION SCHEDULING

###### 1.2.1. CONSTRUCTION PROGRESS CHARTS AND STATUS REPORTS:

1.2.1 The instructions and information herein supplement the requirements of Paragraph SCHEDULE FOR CONSTRUCTION CONTRACTS IN THE CONTRACT CLAUSES. The proposed Construction Progress Chart shall be prepared on ENG Form 2454. Additional instructions are obtained in INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to the Contractor by the Contracting Officer. This manual is available for inspection in the Office of the Seattle District, Corps of Engineers 4735 East Marginal Way South, Seattle, Washington.

1.2.2 The Minimum principal contract features (activities) to be included on ENG Form 2454 shall represent the work in each of the following divisions:

- (a) Metals
- (b) Finishes

1.2.3 The Construction Progress Chart shall show the total bid amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at the close of each weekly period. This percentage shall be based on percentage of physical completion of the work. (NOTE: Mobilization and demobilization shall not be listed as a separate payment item unless so noted in the schedule.)

1.2.4 The Construction Progress Chart shall be submitted within 10 calendar days after the date of receipt of notice to proceed.

1.2.5 The Contractor shall prepare and submit a monthly project status report. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions he will take to regain his schedule. The report shall include a description of problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed. Any delays caused by the Government shall be identified. Any significant items or events that occurred during the report month shall also be detailed.

### 1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 For submission of Contractor payment requests, See Section 01025, PAYMENT.

1.3.1 All correspondence shall be addressed to the Administrative Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 All correspondence from the Contracting Officer will be also serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

1.3.3 In the event there is more than one project within a contract, correspondence shall contain separate and distinct submittals to identify each project by name.

1.3.4 For submission of Contractor payment requests, See Section 01025, PAYMENT.

### 1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

### 1.5 IDENTIFICATION OF EMPLOYEES (1984 APR OCE):

The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification (insert specific type identification required and procedure for obtaining such ID). All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of the employee. (Include the following sentence if fingerprints are required). The Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

### 1.6 SPECIAL SAFETY REQUIREMENTS:

In addition to Safety and Health Requirements Manual EM 385-1-1, dated September 1996, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention

program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:

"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:

"An injury resulting in a lost workday, not including the day of injury."

#### 1.7 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.7.1 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.

1.7.2 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.

1.7.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
18	16	14	9	4	4	1	2	4	7	12	17

1.7.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.7.5 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

01045/II  
Penstock Gates and Bulkheads, Libby Dam, Mt.

paragraph 1.15.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

PARTS 2 AND 3 NOT USED

END OF SECTION

## SECTION 01005

### SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

#### 1. CONDUCT OF WORK

##### 1.1 COORDINATION AND WORK HOURS

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.1.1 The Intake (75 ton) Crane Modernization Project will be under contract at Libby Dam during the duration of this contract. The Contractor shall coordinate his work with the Contracting Officer to minimize interference with the Intake Crane Modernization Project.

1.1.1.2 Libby Dam personnel will be conducting annual maintenance on the power generation unit during the course of this contract.

1.1.2 Work hours in the construction area will be restricted to 6:30 a.m. to 5:00 p.m. daily, Monday through Thursday, excluding holidays. The Contractor shall not access the construction area before 6:30 a.m. and shall be off site before or by 5:00 p.m. Requests for alternate work schedules may be considered, but will be approved only by the Contracting Officer. Alternate work schedules will not be approved if a Government quality assurance inspector is not available to be on site full time during all hours outside those previously stated.

##### 1.1.3 Use of Libby Dam Project Crane and Contractor Requirements

The Government will operate the project gantry crane as required to move the penstock gates and bulkheads between gate and bulkhead slots and/or storage and/or to or from the gate repair pit to facilitate the Contractor's operations under this contract. All crane usage shall be scheduled at least 5 business days in advance with the Contracting Officer. Prior to crane usage, approval must be received from the Contracting Officer. Point of contact for crane usage is Lee Wood, Chief of Operation and Maintenance, Libby Dam, phone (406) 293-7751. The Government will furnish electrical power, lubrication and normal maintenance of both cranes.

##### 1.1.4 Gate Repair Pit Information

The gate repair pit contains air spigots, water spigots, a ventilation system, electrical outlets, and one 3-phase, 480 volt weld receptacle. The ventilation system does not have an air filtration system.

##### 1.1.5 Construction Sequence

The Contractor shall be required to complete certain items of work by a specified date or within a specified period of time after notice to proceed in order to minimize interference with the functional use of the existing facilities. Rehabilitation of the penstock gates and bulkheads is as shown on the drawings. The Contractor shall be required to perform all on-site construction activities within the following construction periods:

Work

Construction Period

Rehabilitate penstock gate 1	NTP through 4 March 2002 and 26 April 2002 through 1 September 2002
Rehabilitate penstock gate 2	NTP through 25 April 2002
Rehabilitate bulkhead gates (4 sections)	NTP through 31 March 2002

Note: The 60 ton hoist will be used for bulkhead sections. It will be available from NTP through 31 March 2002. The 75 ton hoist will be used for the penstock gates. It will be available from NTP through 2 June 2002.

## 1.2 GENERAL ACCESS REQUIREMENTS

Access to the powerhouse and dam structures will be controlled at an entrance guard station. Incoming traffic will be restricted from entering the controlled area until proper identification is provided. Access during other than established working hours will be in accordance with the provisions above.

### 1.2.1 Contractor's Vehicles

Contractor's vehicles shall only park in approved areas in accordance with the parking plan provided by the Contracting Officer.

## 1.3 CONTRACTOR SECURITY

The Corps of Engineers will not be responsible for providing security for Contractor-owned/controlled equipment, supplies, or materials. The Contractor shall provide those necessary security measures.

## 1.4 KEYS

Keys are required for access to the construction area and will be provided by the Contracting Officer. The Contractor shall be responsible for Government-owned keys issued for this contract. Upon completion of the work, or upon request of the Contracting Officer, key or keys shall be returned. Should the Contractor lose a key:

a. The Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered, and

b. Should the key not be found before final acceptance, the final contract payment shall be reduced by \$100.00 for re-keying.

## 2. PERSONNEL IDENTIFICATION

### 2.1 EMPLOYEE LISTING

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to insure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will

allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

## 2.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as an appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- o Full Name
- o Current Address
- o Birth Date
- o Recent Photograph
- o Height
- o Weight
- o Hair Color
- o Eye Color

## 2.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

## 2.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

## 3. UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours.

## 4. PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

END OF SECTION

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## SECTION 01025

### PAYMENT

#### PART 1 GENERAL

##### 1.1 GENERAL

The contract price shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

##### 1.2 PAYMENT

###### 1.2.1 ITEM NO. 0001

Payment will be made at the contract lump sum price for Item No. 0001, Modify Bulkhead and Install Valve and Actuator Assembly, payment of which shall constitute full compensation for Item No. 0001, complete.

###### 1.2.2 ITEM NO. 0002

Payment will be made at the contract lump sum price for Item No. 0002, Remove and Replace Corroded Seal Retainer Bars, Cap Screws and Spacers, payment of which shall constitute full compensation for Item No. 0002, complete.

###### 1.2.3 ITEM NO. 0003

Payment will be made at the contract lump sum price for Item No. 0003, Remove and Replace Top, Bottom and Side Seals, payment of which shall constitute full compensation for Item No. 0003, complete.

###### 1.2.4 ITEM NO. 0004

Payment will be made at the contract lump sum price for Item No. 0004, Prepare and Paint Penstock Gates and Bulkheads, payment of which shall constitute full compensation for Item No. 0004, complete. Work this Item shall be done in accordance with Specification Section 09940 - Painting, Hydraulic Structures.

### 1.2.5 ITEM NO. 0005

Payment will be made at the contract lump sum price for Item No. 0005, Install Anodes and Studs on Upper and Lower Bulkheads, payment of which shall constitute full compensation for Item No. 0005, complete

### 1.2.6 ITEM NO. 0006

Payment will be made at the contract unit price for Item No. 0006, Skin Plate Repair Weldment, payment of which shall constitute full compensation for Item No. 0006, complete.

## 1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

1.3.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

1.3.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PARTS 2 and 3 NOT USED



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SECTION 01035  
MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS:

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01061

### ENVIRONMENTAL PROTECTION

#### PART 1 GENERAL

##### 1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. 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 esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

##### 1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

###### 1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

##### 1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, 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 all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

##### 1.4 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 his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

#### 1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated.

#### 1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

#### 1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

##### 1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

##### 1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

#### 1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

State of Montana environmental regulations classify disposal sites for their respective abilities to handle various types of solid waste. Asphalt and concrete waste products are to be disposed of in licensed Class II and Class III disposal sites respectively. Contractor shall be responsible for complying with the "Montana Solid Waste Management Act" and the "Administrative Rules of Montana" concerning waste management and disposal.

#### 1.4.5 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, state, and local regulations.

#### 1.4.6 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's Representative.

#### 1.4.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

#### 1.4.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

### 1.5 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 that length of time construction activities create the particular pollutant.

END OF SECTION

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SECTION 01330  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), with the exception of Division 1 submittals, the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (GA)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

- Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 15 days of Notice to Proceed. See paragraph 3.2 Submittal Register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

#### Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

#### Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

#### Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

#### Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

#### Statements

A document, required of the Contractor, or through the Contractor from a subcontractor, supplier, installer, or manufacturer to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other quality verifications.

#### Reports

Reports of inspections or tests, including analyses and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

#### Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer that a product, system or material meets specified requirements. The statement must be dated after the award of this contract and state the Contractor's name and address, project and location, and list specific requirements which are being certified.

#### Samples

Fabricated and/or unfabricated physical examples of materials, products, and/or units of work as complete units or as portions of units.

#### Records

Documentation to record compliance with technical or administrative requirements.

#### Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

Submittals required by the Contract Clauses and other non-technical parts of the contract are not necessarily included in this section. These type of submittals can be added to the register before or during the submittal coordination meeting.

### 1.3 APPROVED SUBMITTALS

The approval of submittals by the COR 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. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

### 1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format 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, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

### 1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. 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 lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. GA submittals

shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

### 3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 – for Divisions 1 through 16 shall be developed by the Contractor prior to the submittal coordination meeting (A submittal register blank form ENG 4288 is attached at the end of this specification section). The Contractor shall list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be reviewed and annotated. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled “Item No.” and all data under “Contractor Schedule Dates” and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column “Item No.” are to be assigned sequentially starting with “1” for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

### 3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the “Remarks” column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

### 3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both GA and FIO submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. 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.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more

4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

### 3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG FORM 4288. The item numbers in column "Item No." of submittal register shall correspond to the item numbers on ENG Form 4025.

### 3.6 SUBMITTAL PROCEDURE

#### 3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for GA, 2 for FIO) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

#### 3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

#### 3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as GA, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

#### 3.6.4 Drawings

Each drawing shall be not larger than A1 size not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings

for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

#### 3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch

For GA submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For FIO submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

#### 3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 3 inch by 4 inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

### 3.7 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

### 3.8 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."

### 3.9 GOVERNMENT APPROVED SUBMITTALS (GA)

The Contractor shall submit 5 copies of GA submittals with 5 corresponding 4025 forms. Upon completion of GA submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

#### 3.9.1 Processing of GA Submittals

Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

### 3.10 INFORMATION ONLY SUBMITTALS (FIO)

The Contractor shall submit three copies of data and four copies of ENG Form 4025. FIO submittals will not be returned. Government approval is not required on FIO submittals. These submittals will be used for information purposes. 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 and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

#### 3.10.1 Processing of FIO Submittals

FIO submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for GA submittals. Resubmittal of nonconforming FIO submittals shall be reclassified GA and shall be in five copies.

### 3.11 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:	
_____	
CONTRACT NUMBER	
_____	
TRANSMITTAL NUMBER	_____
ITEM NUMBER	_____
SPECIFICATION SECTION	_____
PARAGRAPH NUMBER	_____
_____	APPROVED AS SUBMITTED
_____	APPROVED WITH CORRECTIONS AS NOTED
SIGNATURE: _____	
TITLE: _____	DATE
_____	

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE:

3 INCHES BY 3 INCHES



**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 4 288-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.
 

A --	Approved as submitted.	E --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX --	Receipt acknowledged, does not comply as noted with contract requirements.
D --	Will be returned by separate correspondence.	G --	Other (Specify)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

<b>SECTION II - APPROVAL ACTION</b>	
ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY
EDITION OF SEP 93 IS OBSOLETE.	DATE
ENG FORM 4025-R, MAR 95	SHEET ____ OF ____
(ER 415-1-10)	(Revised... C EMPCC)



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## SECTION 01451

### 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	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
------------	---

##### 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

## 3.2 QUALITY CONTROL PLAN

### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 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 manager. If the project manager and project superintendent are the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Notification of Changes

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

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 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 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System

manager and shall serve as a member of the CQC staff. 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. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

<b>Experience Matrix</b>		
	<b><u>Area</u></b>	<b><u>Qualifications</u></b>
a.	Mechanical	Graduate Mechanical Engineer with 2 years related experience or person with 5 years related experience
b.	Electrical	Graduate Electrical Engineer with 2 years related experience or person with 5 years related experience
c.	Submittals	Submittal Clerk with 1 year experience

#### 3.4.4 Additional Requirement

In addition to the above experience education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at AGC offices throughout the state of Washington and Oregon.

#### 3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

#### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.

- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be

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Penstock Gates and Bulkheads, Libby Dam, Mt.

made the subject of claim for extension of time or for excess costs or damages by the Contractor.



3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

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4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

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5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

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6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

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CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

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CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF TEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR  
QUALITY CONTROL INSPECTOR \_\_\_\_\_

DATE \_\_\_\_\_

REMARKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

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## SECTION 01501

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 GENERAL

##### 1.1 AVAILABILITY OF UTILITY SERVICES

###### 1.1.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

###### 1.1.2 Electricity

Subject to available supply, reasonable amounts of electric current will be made available by the Government, without charge, to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall extend the existing electrical distribution system (overhead and underground) for temporary electrical service to the worksite, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the construction

##### 1.2 SANITARY PROVISIONS

Accommodations for use of Contractor's employees are available within the construction area as designed. Contractor shall leave accommodation in a neat and sanitary condition after use.

##### 1.3 TEMPORARY ELECTRIC WIRING

###### 1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

###### 1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment.

Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

### 1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

## 1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, OCT 92. The Contractor shall remove the fire extinguishers at the completion of construction.

## 1.5 STAGING AREA

Contractor will be provided adequate open staging area where shown on the drawings. Area is unsecured, and Contractor shall make provisions for its own security.

Contractor shall be responsible for keeping staging area clean. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the contractor's payment.

## 1.6 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

Contractor shall be responsible for the cleaning, removal and disposal of all residue from sand blasting operations in and around the gate repair pit.

## 1.7 DUST CONTROL

The Contractor shall devise and implement measures to contain and control airborne particulates that may arise from construction activities within the gate repair pit. Protective

measures shall prevent accumulation and migration of all dust, fumes, vapors, mists and any other airborne particulates and shall ensure removal and containment procedures are coincident with the generation of any airborne particulates. An exhaust filtration system which removes 90 percent of all particulate matter shall be utilized for both paint removal and application processes.

### 1.8 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, OCTOBER 1992, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails.

### 1.9 GOVERNMENT WITNESSING AND SCHEDULING OF TESTING

The Contractor shall notify the Contracting Officer, by serial letter, of dates and agenda of all performance testing of the mechanical and electrical systems not later than 10 calendar days prior to start of such testing. In this notification, the Contractor shall certify that all equipment, materials, and personnel necessary to conduct such testing will be available on the scheduled date and that the systems have been prechecked by him and are ready for performance and/or acceptance testing. Contractor shall also confirm that all operations and maintenance manuals have been submitted and approved. **NO PERFORMANCE AND/OR ACCEPTANCE TESTING WILL BE PERMITTED UNTIL THE OPERATIONS AND MAINTENANCE MANUALS HAVE BEEN APPROVED.**

Government personnel, at the option of the Government, will travel to the site to witness testing. If the testing must be postponed or canceled for whatever reason not the fault of the government, the Contractor shall provide the Government not less than 3 working days advance notice (notice may be faxed) of this postponement or cancellation. Should this 3 working day notice not be given, the Contractor shall reimburse the Government for any and all out of pocket expenses incurred for making arrangements to witness such testing including, but not limited to airline, rental car, meal, and lodging expenses. Should testing be conducted, but fail and have to be rescheduled for any reason not the fault of the Government, the Contractor shall similarly reimburse the Government for all expenses incurred.

### 1.10 HARD HAT SIGNS

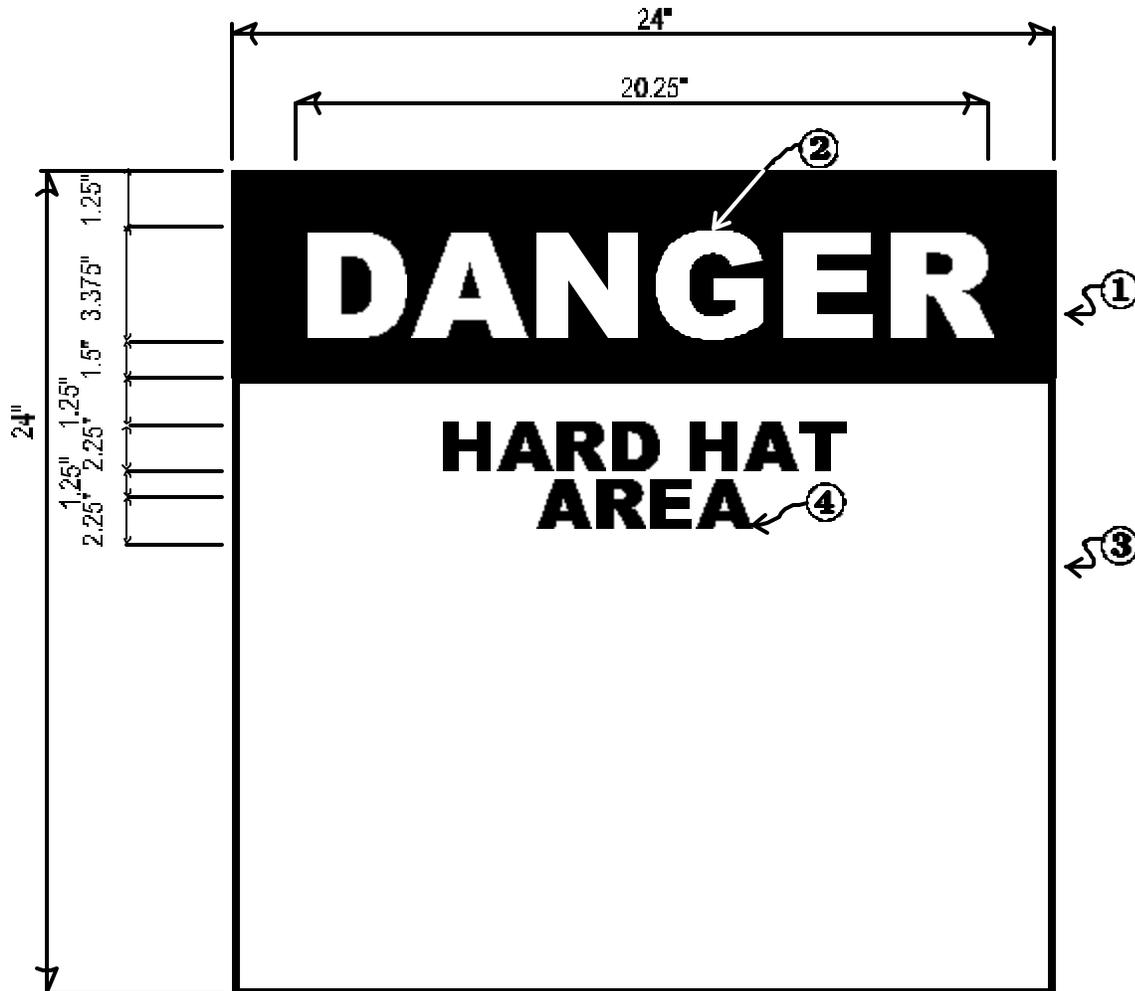
The Contractor shall provide 24 x 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

### 1.11 SAFE CLEARANCE PROCEDURES

A safe clearance system for the control of hazardous energy (lockout/tagout) is used by project personnel to ensure continuity of service and safety to personnel and equipment. The Libby Dam project personnel may require a clearance to protect either project equipment or employees from the release of hazardous energy. Any work performed which requires taking project operating equipment out of service shall be done only after a formal clearance is obtained

from the Contracting Officer. The Contractor shall develop and shall be responsible for implementing the Contractor's own safe clearance procedures for the work required for this contract. Control of hazardous energy and safe clearance procedures shall be in accordance with EM 385-1-1, October 1992, US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL. Contractor's Hazardous Energy Control Plan shall be submitted to the Contracting Officer for Government approval within 15 days of notice to proceed and in accordance with the submittal requirements of Section SUBMITTALS. Clearance shall not be violated by Contractor personnel. Any violation of safe clearance procedures will be grounds for requesting the removal of the offender(s) from the project site.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
- COLOR
  1. SAFETY RED (SR)
  2. WHITE
  3. WHITE
  4. BLACK
- LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
- LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
- SIGNS SHALL BE POSTED AT 6'-6" (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.
- LETTERING TO BE CENTERED ON PANEL.

END OF SECTION

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## SECTION 01702

### AS BUILT RECORDS AND DRAWINGS

#### PART 1 GENERAL

##### 1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with section 01330 SUBMITTALS. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 AS-BUILT FIELD DATA

###### 3.1.1 General

The Contractor shall keep at the construction site a complete set of full size blueline prints of the contract drawings, reproduced at Contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

- a. All changes or modifications from the original design and from the final inspection.
- b. Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during construction to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

###### 3.1.2 Submittal of the As-Built Field Data

The As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 20 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

## 3.2 AS-BUILT CONTRACT ORIGINAL RECORD TRACINGS

### 3.2.1 General

Approved preliminary (blueline) as-built drawings will be returned to the Contractor along with one set of the contract drawing original record tracings. The original record tracings will be full size mylars with matte/dull finish on both sides. These drawings are part of the permanent records of this project and the Contractor will be held responsible for their protection and safety until they are returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced in like medium, quality, and size as the originals at the Contractor's expense. The Contractor shall draft all as-built data onto these drawings. The drafting work shall be performed by Certified Engineering Technicians and/or individuals with a minimum of 5 years drafting experience. The names and qualifications of these individuals shall be submitted in writing to the Contracting Officer for approval.

### 3.2.2 Drafting

Drafting of the data onto the contract drawing original record tracings shall be done in a quality equal to that of the originals. Linework, line weights, lettering, and use of symbols shall be the same as the original linework, line weights, and lettering, and symbols. Plastic drafting leads or black ink shall be used. Graphite leads shall only be used where used on the original drawings. If additional drawings are required, they shall be prepared on the same medium and of equal size and quality as the original record tracings. Sufficient blank sheets for this purpose will be furnished by the Government at no cost to the Contractor, upon request. When final revisions have been completed, each drawing shall be lettered or stamped with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest revision notation. Markings on the reverse side of the drawings will not be permitted. All costs of drafting and drawing preparation shall be at the Contractor's expense.

### 3.2.3 Submittal

The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the COE, Seattle District Office, Survey Branch, Engineering Records, within 30 calendar days of final acceptance. The Government will review all final as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The drawings shall be returned to the Contractor if corrections are necessary. The Contractor shall make all corrections and shall return the drawings to the same office within 7 calendar days of receipt.

## 3.3 PAYMENT

All costs incurred by the Contractor in the preparation and furnishing of as-built drawings shall be included in the contract price and no separate payment will be made for this work. Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor.

END OF SECTION

## SECTION 01703

### WARRANTY OF CONSTRUCTION

#### PART 1 GENERAL

##### 1.1 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTALS. Submittal dates shall be as defined in PART 3 of this section.

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

##### 3.1 WARRANTY OF CONSTRUCTION (APR 1984) (FAR52.246-21):

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 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.

3.1.2 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.

3.1.3 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:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

3.1.4 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.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage and the Contractor shall respond and be on-site to correct the problem within 1 working day after notification. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power or heat, the Contractor shall respond within 4 hours.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time as determined by the Government, after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 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:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 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.

3.1.10 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.

3.1.11 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker on Contractor-installed equipment. (Same equipment as listed on the Equipment-In-Place List required under Section 01705.) Lettering shall be block-type upper case and easily readable. Sticker shall be of a durable type material and of a type that can be written on. Sticker shall state the following:

- a. The title "Equipment Warranty."
- b. Contractor's name and Contract Number.
- c. Date warranty expires.
- d. Point of contact, including name and telephone number.
- e. Manufacturer.

END OF SECTION

## SECTION 05055

### METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 325	(1994) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 490	(1993) Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength
ASTM E 94	(1993) Radiographic Testing
ASTM E 165	(1995) Liquid Penetrant Examination Inspection Method
ASTM E 709	(1995) Magnetic Particle Examination

##### ASME INTERNATIONAL (ASME)

ASME B4.1	(1967; R 1994) Preferred Limits and Fits for Cylindrical Parts
ASME B46.1	(1985) Surface Texture (Surface Roughness, Waviness, and Lay)

##### AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1994) Structural Welding Code - Steel
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##### 1.2 SUBMITTALS

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

Shop Drawings

Detail Drawings; G.

Detail drawings for metalwork and machine work shall be submitted and approved prior to fabrication.

## Product Data

### Welding of Structural Steel; G

Schedules of welding procedures for steel structures shall be submitted and approved prior to commencing fabrication.

### Structural Steel Welding Repairs; G

Welding repair plans for steel shall be submitted and approved prior to making repairs.

## Materials Orders

Three copies of purchase orders, mill orders, shop orders and work orders for materials shall be submitted prior to the use of the materials in the work.

## Materials List

Materials list for fabricated items shall be submitted at the time of submittal of detail drawings.

## Shipping Bill

Shipping bill shall be submitted with the delivery of finished pieces to the site.

## Test Reports

### Tests, Inspections, and Verifications

Certified test reports for materials shall be submitted with all materials delivered to the site.

## Certificates

### Qualification of Welders and Welding Operators; G

Certifications for welders and welding operators shall be submitted prior to commencing fabrication.

## Closeout Submittals

### Materials Disposition Records

Materials disposition records shall be submitted before completion of contract.

## 1.3 DETAIL DRAWINGS

Detail drawings for metalwork and machine work shall include catalog cuts, templates, fabrication and assembly details and type, grade and class of material as appropriate. Elements of fabricated items inadvertently omitted on contract drawings shall be detailed by the fabricator and indicated on the detail drawings.

## 1.4 QUALIFICATION OF WELDERS AND WELDING OPERATORS

The Contractor shall certify that the qualification of welders and welding operators and tack welders who will perform structural steel welding have been qualified for the particular type of work to be done in accordance with the requirements of AWS D1.1, Section 5, prior to commencing fabrication. The certificate shall list the qualified welders by name and shall specify the code and procedures under which qualified and the date of qualification. Prior qualification will be accepted if welders have performed satisfactory work under the code for which qualified within the preceding three months. The Contractor shall require welders to repeat the qualifying tests when their work indicates a reasonable doubt as to proficiency. Those passing the requalification tests will be recertified. Those not passing will be disqualified until passing. All expenses in connection with qualification and requalification shall be borne by the Contractor.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Materials Orders

The Contractor shall furnish 3 copies of purchase orders, mill orders, shop orders and work orders for all materials orders and items used in the work. Where mill tests are required purchase orders shall contain the test site address and the name of the testing agency.

#### 2.1.2 Materials List

The Contractor shall furnish a materials list of the materials to be used in the fabrication of each item.

#### 2.1.3 Shipping Bill

The Contractor shall furnish a shipping bill or memorandum of each shipment of finished pieces or members to the project site giving the designation mark and weight of each item, the number of items, the total weight, and the car initial and number if shipped by rail in carload lots. Duplicate copies of shipping bills shall be mailed promptly to the contracting office.

### 2.2 FABRICATION

#### 2.2.1 Structural Fabrication

Material must be straight before being laid off or worked. If straightening is necessary it shall be done by methods that will not impair the metal. Sharp kinks or bends shall be cause for rejection of the material. Material with welds will not be accepted except where welding is definitely specified, indicated or otherwise approved. Bends shall be made by approved dies, press brakes or bending rolls. Where heating is required, precautions shall be taken to avoid overheating the metal and it shall be allowed to cool in a manner that will not impair the original properties of the metal. Proposed flame cutting of material other than structural steel shall be subject to approval and shall be indicated on detail drawings. Shearing shall be accurate and all portions of the work shall be neatly finished. Corners shall be square and true unless otherwise shown. Re-entrant cuts shall be filleted to a minimum radius of 3/4 inch

unless otherwise approved. Finished members shall be free of twists, bends and open joints. Bolts, nuts and screws shall be tight.

#### 2.2.1.1 Dimensional Tolerances for Structural Work

Dimensions shall be measured by an approved calibrated steel tape of approximately the same temperature as the material being measured. The overall dimensions of an assembled structural unit shall be within the tolerances indicated on the drawings or as specified in the particular section of these specifications for the item of work. Where tolerances are not specified in other sections of these specifications or shown, an allowable variation of 1/32 inch is permissible in the overall length of component members with both ends milled and component members without milled ends shall not deviate from the dimensions shown by not more than 1/16 inch for members 30 feet or less in length and by more than 1/8 inch for members over 30 feet in length.

#### 2.2.1.2 Structural Steel Fabrication

Structural steel may be cut by mechanically guided or hand-guided torches provided an accurate profile with a surface that is smooth and free from cracks and notches is obtained. Surfaces and edges to be welded shall be prepared in accordance with AWS D1.1, Subsection 3.2. Where structural steel is not to be welded, chipping or grinding will not be required except as necessary to remove slag and sharp edges of mechanically guided or hand-guided cuts not exposed to view. Hand-guided cuts, which are to be exposed or visible, shall be chipped, ground or machined to sound metal.

### 2.2.2 Welding

#### 2.2.2.1 Welding of Structural Steel

a. Welding Procedures for Structural Steel - Welding procedures for structural steel shall be prequalified as described in AWS D1.1, Subsection 5.1 or shall be qualified by tests as prescribed in AWS D1.1, Section 5. Properly documented evidence of compliance with all requirements of these specifications for previous qualification tests shall establish a welding procedure as prequalified. For welding procedures qualified by tests, the test welding and specimen testing must be witnessed and the test report document signed by the Contracting Officer. Approval of any welding procedure will not relieve the Contractor of the responsibility for producing a finished structure meeting all requirements of these specifications. The Contractor will be directed or authorized to make any changes in previously approved welding procedures that are deemed necessary or desirable by the Contractor Officer. The Contractor shall submit a complete schedule of welding procedures for each steel structure to be welded. The schedule shall conform to the requirements specified in the provisions AWS D1.1, Sections 2, 3, 4, 7 and 9 and applicable provisions of Section 10. The schedule shall provide detailed procedure specifications and tables or diagrams showing the procedures to be used for each required joint. Welding procedures must include filler metal, preheat, interpass temperature and stress-relief heat treatment requirements. Each welding procedure shall be clearly identified as being prequalified or required to be qualified by tests. Welding procedures must show types and locations of welds designated or in the specifications to receive nondestructive examination.

b. Welding Process - Welding of structural steel shall be by an electric arc welding process using a method which excludes the atmosphere from the molten metal and shall conform to the applicable provisions of AWS D1.1, Sections 1 through 7, 9, 10 and 11. Welding shall be such as to minimize residual stresses, distortion and shrinkage.

c. Welding Technique

(1) Filler Metal - The electrode, electrode-flux combination and grade of weld metal shall conform to the appropriate AWS specification for the base metal and welding process being used or shall be as shown where a specific choice of AWS specification allowables is required. The AWS designation of the electrodes to be used shall be included in the schedule of welding procedures. Only low hydrogen electrodes shall be used for manual shielded metal-arc welding regardless of the thickness of the steel. A controlled temperature storage oven shall be used at the job site as prescribed by AWS D1.1, Subsection 4.5 to maintain low moisture of low hydrogen electrodes.

(2) Preheat and Interpass Temperature - Preheating shall be performed as required by AWS D1.1, Subsection 4.2 and 4.3 or as otherwise specified except that the temperature of the base metal shall be at least 70 degrees F. The weldments to be preheated shall be slowly and uniformly heated by approved means to the prescribed temperature, held at that temperature until the welding is completed and then permitted to cool slowly in still air.

(3) Stress-Relief Heat Treatment - Where stress relief heat treatment is specified or shown, it shall be in accordance with the requirements of AWS D1.1, Subsection 4.4 unless otherwise authorized or directed.

d. Workmanship - Workmanship for welding shall be in accordance with AWS D1.1, Section 3 and other applicable requirements of these specifications.

(1) Preparation of Base Metal - Prior to welding the Contractor shall inspect surfaces to be welded to assure compliance with AWS D1.1, Subsection 3.2.

(2) Temporary Welds - Temporary welds required for fabrication and erection shall be made under the controlled conditions prescribed for permanent work. Temporary welds shall be made using low-hydrogen welding electrodes and by welders qualified for permanent work as specified in these specifications. Preheating for temporary welds shall be as required by AWS D1.1 for permanent welds except that the minimum temperature shall be 120 degrees F in any case. In making temporary welds arcs shall not be struck in other than weld locations. Each temporary weld shall be removed and ground flush with adjacent surfaces after serving its purpose.

(3) Tack Welds - Tacks welds that are to be incorporated into the permanent work shall be subject to the same quality requirements as the permanent welds and shall be cleaned and thoroughly fused with permanent welds. Preheating shall be performed as specified above for temporary welds. Multiple-pass tack welds shall have cascaded ends. Defective tack welds shall be removed before permanent welding.

## 2.2.3 Bolted Connections

### 2.2.3.1 Bolted Structural Steel Connections

Bolts, nuts and washers shall be of the type specified or indicated. All nuts shall be equipped with washers except for high strength bolts. Beveled washers shall be used where bearing faces have a slope of more than 1:20 with respect to a plane normal to the bolt axis. Where the use of high strength bolts is specified or indicated the materials, workmanship and installation shall conform to the applicable provisions of ASTM A 325 or ASTM A 490.

e. Bolt Holes - Bolt holes shall be accurately located, smooth, perpendicular to the member and cylindrical.

(1) Holes for regular bolts shall be drilled or subdrilled and reamed in the shop and shall not be more than 1/16 inch larger than the diameter of the bolt.

(2) Holes for fitted bolts shall be match-reamed or drilled in the shop. Burrs resulting from reaming shall be removed. The threads of bolts shall be entirely outside of the holes. The body diameter of bolts shall have tolerances as recommended by ASME B4.1 for the class of fit specified. Fitted bolts shall be fitted in reamed holes by selective assembly to provide an LN-2 fit.

(3) Holes for high strength bolts shall have diameters of not more than 1/16 inch larger than bolt diameters. If the thickness of the material is not greater than the diameter of the bolts the holes may be punched. If the thickness of the material is greater than the diameter of the bolts the holes may be drilled full size or subpunched or subdrilled at least 1/8 inch smaller than the diameter of the bolts and then reamed to full size. Poor matching of holes will be cause for rejection. Drifting occurring during assembly shall not distort the metal or enlarge the holes. Reaming to a larger diameter of the next standard size bolt will be allowed for slight mismatching.

## 2.2.4 Machine Work

Tolerances, allowances and gauges for metal fits between plain, non-threaded, cylindrical parts shall conform to ASME B4.1 for the class of fit shown or required unless otherwise shown on approved detail drawings. Where fits are not shown they shall be suitable as approved. Tolerances for machine-finished surfaces designated by non-decimal dimensions shall be within 1/64 inch. Sufficient machining stock shall be allowed on placing pads to ensure true surfaces of solid material. Finished contact or bearing surfaces shall be true and exact to secure full contact. Journal surfaces shall be polished and all surfaces shall be finished with sufficient smoothness and accuracy to ensure proper operation when assembled. Parts entering any machine shall be accurately machined and all like parts shall be interchangeable except that parts assembled together for drilling or reaming of holes or machining will not be required to be interchangeable with like parts. All drilled holes bolts shall be accurately located.

### 2.2.4.1 Finished Surfaces

Surface finishes indicated or specified shall be in accordance with ASME B46.1. Values of required roughness heights are arithmetical average deviations expressed in microinches.

These values are maximum. Lesser degrees will be satisfactory unless otherwise indicated. Compliance with surface requirements shall be determined by sense of feel and visual inspection of the work compared to Roughness Comparison Specimens in accordance with the provisions of ASME B46.1. Values of roughness width and waviness height shall be consistent with the general type of finish specified by roughness height. Where the finish is not indicated or specified it shall be that which is most suitable for the particular surface, provide the class of fit required and be indicated on the detail drawings by a symbol which conforms to ASME B46.1 when machine finishing is provided. Flaws such as scratches, ridges, holes, peaks, cracks or checks which will make the part unsuitable for the intended use will be cause for rejection.

#### 2.2.4.2 Unfinished Surfaces

All work shall be laid out to secure proper matching of adjoining unfinished surfaces unless otherwise directed. Where there is a large discrepancy between adjoining unfinished surfaces they shall be chipped and ground smooth or machined to secure proper alignment. Unfinished surfaces shall be true to the lines and dimensions shown and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or usefulness of the parts shall be filled in an approved manner. Pin Holes

Pin holes shall be bored true to gauges, smooth, straight and at right angles to the axis of the member. The boring shall be done after the member is securely fastened in position.

#### 2.2.4.3 Shafting

All shafting shall be turned or ground hot-rolled or cold-rolled steel as required unless otherwise specified or authorized. Fillets shall be provided where changes in section occur. Cold-finished shafting may be used where keyseating is the only machine work required.

#### 2.2.4.4 Bearings

Bearings shall be lined with bronze unless Graphalloy (or equal) is indicated. Graphalloy shall be grade GM 105.3 as manufactured by Graphite Metallizing Corporation, phone (914) 968-8400 or equal. Pressures on lined bearings shall not exceed 200 psi of projected area unless otherwise required or authorized. Anti-friction bearings of approved types and of sizes not less than those recommended by the bearing manufacturer for the duty intended will be permitted subject to approval. All bearings shall be properly aligned. Anti-friction bearings shall be so installed as to provide for retention of the lubricant and to exclude dirt and grit.

#### 2.2.5 Miscellaneous Provisions

##### 2.2.5.1 Cleaning of Corrosion-Resisting Steel

Oil, paint and other foreign substances shall be removed from corrosion-resisting steel surfaces after fabrication. Cleaning shall be done by vapor degreasing or by the use of cleaners of the alkaline, emulsion or solvent type. After the surfaces have been cleaned they shall be given a final rinsing with clean water followed by a 24 hour period during which the surfaces are intermittently wet with clean water and then allowed to dry for the purpose of inspecting the clean surfaces. The surfaces shall be visually inspected for evidence of paint, oil, grease, welding slag, heat treatment scale, iron rust or other forms of contamination. If evidence of foreign substance exist the surface shall be cleaned in accordance with the

applicable provisions of ASTM A 380. The proposed method of treatment shall be furnished for approval. After treatment the surfaces shall be visually reinspected. Brushes used to remove foreign substances shall have only stainless steel or nonmetallic bristles. Any contamination occurring subsequent to the initial cleaning shall be removed by one or more of the methods indicated above.

#### 2.2.5.2 Lubrication

The arrangement and details for lubrication shall be as shown. Before erection or assembly all bearing surfaces shall be thoroughly cleaned and lubricated with an approved lubricant.

#### 2.2.6 Shop Assembly

Each structural unit furnished shall be assembled in the shop to determine the correctness of the fabrication and matching of the component parts unless otherwise specified. Tolerances shall not exceed those shown. Each unit assembled shall be closely checked to ensure that all necessary clearances have been provided and that binding does not occur in any moving part. Assembly in the shop shall be in the same position as final installation in the field unless otherwise specified. Assembly and disassembly work shall be performed in the presence of the Contracting Officer unless waived in writing. Errors or defects disclosed shall be immediately remedied by the Contractor without cost to the Government. Before disassembly for shipment each piece of a machinery or structural unit shall be match-marked to facilitate erection in the field. The location of match-marks shall be indicated by circling with a ring of white paint after the shop coat of paint has been applied or as otherwise directed.

### 2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

The Contractor shall have required material tests and analyses performed and certified by an approved laboratory to demonstrate that materials are in conformity with the specifications. These tests and analyses shall be performed and certified at the Contractor's expense. Tests, inspections, and verifications shall conform to the requirements of the particular sections of these specifications for the respective items of work unless otherwise specified or authorized. Tests shall be conducted in the presence of the Contracting Officer if so required. The Contractor shall furnish specimens and samples for additional independent tests and analyses upon request by the Contracting Officer. Specimens and samples shall be properly labeled and prepared for shipment.

#### 2.3.1 Nondestructive Testing

When doubt exists as to the soundness of any material part such part may be subjected to any form of nondestructive testing determined by the Contracting Officer. This may include ultrasonic, magnaflux, dye penetrant, x-ray, gamma ray or any other test that will thoroughly investigate the part in question. The cost of such investigation will be borne by the Government. Any defects will be cause for rejection and rejected parts shall be replaced and retested at the Contractor's expense.

#### 2.3.2 Tests of Machinery and Structural Units

The details for tests of machinery and structural units shall conform to the requirements of the particular sections of these specifications covering these items. Each complete machinery and structural unit shall be assembled and tested in the shop in the presence of the

Contracting Officer unless otherwise directed. Waiving of tests will not relieve the Contractor of responsibility for any fault in operation, workmanship or material that occurs before the completion of the contract or guarantee. After being installed at the site each complete machinery or structural unit shall be operated through a sufficient number of complete cycles to demonstrate to the satisfaction of the Contracting Officer that it meets the specified operational requirements in all respects.

### 2.3.3 Inspection of Structural Steel Welding

The Contractor shall maintain an approved inspection system and perform required inspections in accordance with Contract Clause CONTRACTOR INSPECTION SYSTEM. Welding shall be subject to inspection to determine conformance with the requirements of AWS D1.1, the approved welding procedures and provisions stated in other sections of these specifications. Nondestructive examination of designated welds will be required. Supplemental examination of any joint or coupon cut from any location in any joint may be required.

#### 2.3.3.1 Visual Examination

All visual examination of completed welds shall be cleaned and carefully examined for insufficient throat or leg sizes, cracks, undercutting, overlap, excessive convexity or reinforcement and other surface defects to ensure compliance with the requirements of AWS D1.1, Section 3 and Section 9, Part D.

#### 2.3.3.2 Nondestructive Examination

The nondestructive examination of shop and field welds shall be performed as designated or described in the sections of these specifications covering the particular items of work.

f. Testing Agency - The nondestructive examination of welds and the evaluation of examination tests as to the acceptability of the welds shall be performed by a testing agency adequately equipped and competent to perform such services or by the Contractor using suitable equipment and qualified personnel. In either case written approval of the examination procedures is required and the examination tests shall be made in the presence of the Contracting Officer. The evaluation of examination tests shall be subject to the approval and all records shall become the property of the Government.

g. Examination Procedures - Examination procedures shall conform to the following requirements.

(1) Ultrasonic Testing - Making, evaluating and reporting ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part C. The ultrasonic equipment shall be capable of making a permanent record of the test indications. A record shall be made of each weld tested.

(2) Radiographic Testing - Making, evaluating and reporting radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part B.

(3) Magnetic Particle Inspection - Magnetic particle inspection of welds shall conform to the applicable provisions of ASTM E 709.

- (4) Dye Penetrant Inspection - Dye penetrant inspection of welds shall conform to the applicable provisions of ASTM E 165.
- h. Acceptability of Welds - Welds shall be unacceptable if shown to have defects prohibited by AWS D1.1, Subsection 9.25 or possess any degree of incomplete fusion, inadequate penetration or undercutting.
- i. Welds to be Subject to Nondestructive Examination: 10 percent of all welds subject to ultrasonic testing.

#### 2.3.3.3 Test Coupons

The Government reserves the right to require the Contractor to remove coupons from completed work when doubt as to soundness cannot be resolved by nondestructive examination. Should tests of any two coupons cut from the work of any welder show strengths less than that specified for the base metal it will be considered evidence of negligence or incompetence and such welder shall be removed from the work. When coupons are removed from any part of a structure the members cut shall be repaired in a neat manner with joints of the proper type to develop the full strength of the members. Repaired joints shall be peened as approved or directed to relieve residual stress. The expense for removing and testing coupons, repairing cut members and the nondestructive examination of repairs shall be borne by the Government or the Contractor in accordance with the Contract Clauses INSPECTION AND ACCEPTANCE.

#### 2.3.3.4 Supplemental Examination

When the soundness of any weld is suspected of being deficient due to faulty welding or stresses that might occur during shipment or erection the Government reserves the right to perform nondestructive supplemental examinations before final acceptance. The cost of such inspection will be borne by the Government.

#### 2.3.4 Structural Steel Welding Repairs

Defective welds in the structural steel welding repairs shall be repaired in accordance with AWS D1.1, Subsection 3.7. Defective weld metal shall be removed to sound metal by use of air carbon-arc or oxygen gouging. Oxygen gouging shall not be used on ASTM A 514/A 514M steel. The surfaces shall be thoroughly cleaned before welding. Welds that have been repaired shall be retested by the same methods used in the original inspection. Except for the repair of members cut to remove test coupons and found to have acceptable welds costs of repairs and retesting shall be borne by the Contractor.

### PART 2 EXECUTION

#### 3.1 INSTALLATION

All parts to be installed shall be thoroughly cleaned. Packing compounds, rust, dirt, grit and other foreign matter shall be removed. Holes and grooves for lubrication shall be cleaned. Enclosed chambers or passages shall be examined to make sure that they are free from damaging materials. Where units or items are shipped as assemblies they will be inspected prior to installation. Disassembly, cleaning and lubrication will not be required except where necessary to place the assembly in a clean and properly lubricated condition. Pipe wrenches,

cold chisels or other tools likely to cause damage to the surfaces of rods, nuts or other parts shall not be used for assembling and tightening parts. Bolts and screws shall be tightened firmly and uniformly but care shall be taken not to overstress the threads. When a half nut is used for locking a full nut the half nut shall be placed first and followed by the full nut. Threads of all bolts except high strength bolts, nuts and screws shall be lubricated with an approved lubricant before assembly. Threads of corrosion-resisting steel bolts and nuts shall be coated with an approved antigalling compound. Driving and drifting bolts or keys will not be permitted.

### 3.1.1 Alignment and Setting

Each machinery or structural unit shall be accurately aligned by the use of steel shims or other approved methods so that no binding in any moving parts or distortion of any member occurs before it is fastened in place. The alignment of all parts with respect to each other shall be true within the respective tolerances required. Machines shall be set true to the elevations shown.

## 3.2 PROTECTION OF FINISHED WORK

### 3.2.1 Machined Surfaces

Machined surfaces shall be thoroughly cleaned of foreign matter. All finished surfaces shall be protected by suitable means. Unassembled pins and bolts shall be oiled and wrapped with moisture resistant paper or protected by other approved means. Finished surfaces of ferrous metals to be in bolted contact shall be washed with an approved rust inhibitor and coated with an approved rust resisting compound for temporary protection during fabrication, shipping and storage periods. Finished surfaces of metals which shall be exposed after installation except corrosion resisting steel or nonferrous metals shall be painted as specified in Section 09965 PAINTING HYDRAULIC STRUCTURES AND APPURTENANT WORKS.

### 3.2.2 Lubrication After Assembly

After assembly all lubricating systems shall be filled with the lubricant specified and additional lubricant shall be applied at intervals as required to maintain the equipment in satisfactory condition until acceptance of the work.

## 3.3 TESTS

### 3.3.1 Workmanship

Workmanship shall be of the highest grade and in accordance with the best modern practices to conform with the specifications for the item of work being furnished.

### 3.3.2 Production Welding

Production welding shall conform to the requirements of AWS D1.1 as applicable.

END OF SECTION

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## SECTION 05502

### METALS: MISCELLANEOUS, STANDARD ARTICLES, SHOP FABRICATED ITEMS

#### PART 1 GENERAL

##### 1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 27/A 27M (1995) Steel Castings, Carbon, for General Application

ASTM A 36/A 36M (1996) Carbon Structural Steel

ASTM A 53 (1996) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A 109 (1993) Steel, Strip, Carbon, Cold-Rolled

ASTM A 240/A 240M (1996) Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels

ASTM A 276 (1996) Stainless and Heat-Resisting Steel Bars and Shapes

ASTM A 307 (1994) Carbon Steel Bolts and Studs, 60000 psi Tensile Strength

ASTM A 312/A 312M (1995a) Seamless and Welded Austenitic Stainless Steel Pipes

ASTM A 325 (1996) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

ASTM A 564/A 564M (1995) Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes

ASTM B 824 (1996) General Requirements for Copper Alloy Castings

ASTM F 436 (1993) Hardened Steel Washers

#### ASME INTERNATIONAL (ASME)

ASME B16.3 (1992) Malleable Iron Threaded Fittings

ASME B16.5	(1988; Errata Oct 88; B16.5a) Pipe Flanges and Flanged Fittings
ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B18.2.1	(1981; Supple 1991; R 1992) Square and Hex Bolts and Screws (Inch Series)
ASME B18.2.2	(1987; R 1993) Square and Hex Nuts (Inch Series)
ASME B18.3	(1986; R 1995) Socket Cap, Shoulder and Set Screws (Inch Series) Including Dimensions of Hexagon and Spline Sockets and Keys to Match
ASME B18.6.2	(1972; R 1993) Slotted Head Cap Screws, Square Head Set Screws, and Slotted Headless Set Screws
ASME B18.6.3	(1972; R 1991) Machine Screws and Machine Screw Nuts
ASME B18.21.1	(1994) Lock Washers (Inch Series)
ASME B18.22.1	(1965; R 1990) Plain Washers
ENGINEERING MANUALS (EM)	
EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

## 1.2. SUBMITTALS

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

### Shop Drawings

Shop Fabricated Metal Items; G.

Detail drawings shall be submitted for approval as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

### Product Data

Miscellaneous Metals and Standard Metal Articles; G. Shop Fabricated Metal Items; G.

Lists of materials shall be submitted for approval as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

## Samples

Miscellaneous Metals and Standard Metal Articles; G. Shop Fabricated Metal Items; G.

Samples shall be submitted for approval as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Samples of standard or fabricated items shall be full size and complete as required for installation in the work, and may be installed in the work, provided each sample is clearly identified and its location recorded.

## Test Reports

Miscellaneous Metals and Standard Metal Articles; G. Shop Fabricated Metal Items; G.

Certified test reports for materials tests and analyses shall be submitted for approval as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

## Closeout Submittals

Miscellaneous Metals and Standard Metal Articles; G. Shop Fabricated Metal Items; G.

Records which identify the disposition of approved material and fabricated items in the work must be submitted for approval as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

## 1.3. FABRICATION AND WORKMANSHIP REQUIREMENTS

Fabrication requirements and workmanship provisions for items specified in this section shall conform with the requirements of Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

## PART 2 PRODUCTS

### 2.1. MISCELLANEOUS METALS AND STANDARD METAL ARTICLES

Miscellaneous metal materials and standard metal articles shall conform to the respective specifications and other designated requirements. Sizes shall be as specified or shown. Where material requirements are not specified, materials furnished shall be suitable for the intended use and shall be subject to approval.

#### 2.1.1. Structural Steel

Structural steel shall conform to ASTM A 36/A 36M unless otherwise noted.

#### 2.1.2. Steel Pipes and Pipe Fittings

##### 2.1.2.1. Pipes

ASTM A 53, Type E, Grade A, electric-resistance welded, black, nominal size and weight class or outside diameter and nominal wall thickness as shown.

#### 2.1.2.2. Pipe Fittings

- a. Flanged - ASME B16.5, faced and drilled.
- b. Screwed - ASME B16.3.
- c. Butt-welding - ASME B16.9.

#### 2.1.3. Stainless Steel

##### 2.1.3.1. Plate, Sheet, and Strip

ASTM A 240/A 240M, UNS S41008. Plate finish shall be hot-rolled and annealed or heat treated, and blast cleaned or pickled. Sheet and strip finish shall be No. 1.

##### 2.1.3.2. Bars and Shapes

Stainless steel bars and shapes, including pins and clevises, shall conform to the following as specified or shown:

- a. ASTM A 276, UNS S30400, S40500, or S41000 with a maximum carbon content of 0.08 percent, Condition A, hot-finished or cold-finished, Class C.
- b. ASTM A 564/A 564M, UNS S17400 or S45000, age-hardened heat treatment condition, hot-finished or cold-finished, Class C.

##### 2.1.3.3. Pipe

ASTM A 312/A 312M, welded, UNS S30400, NPS and schedule number or outside diameter and nominal wall thickness as shown.

#### 2.1.4. Steel Castings

ASTM A 27/A 27M, Grade 60-30, Class 1, or ASTM A 148/A 148M, Grade 80-40.

#### 2.1.5. Steel Strips

ASTM A 109, Temper 1, Edge 4.

#### 2.1.6. Bronze

##### 2.1.6.1. Copper Alloy Castings

ASTM B 824.

#### 2.1.7. Bolts, Nuts, and Washers

Bolts, nuts, and washers shall be of the material, grade, type, class, style and finish indicated or best suited for intended use.

- a. Bolts and Nuts - ASTM A 307, Grade A

b. Bolts - ASME B18.2.1.

c. Nuts - ASME B18.2.2.

d. Washers

(1) Plain Washers - ASME B18.22M/ASME B18.22.1, Type B.

(2) Lock Washer - ASME B18.21.1.

(3) Beveled Washers - ASTM F 436M/ASTM F 436, Beveled.

#### 2.1.8. Screws

Screws shall be of the material, grade, type, style, and finish indicated or best suited for use intended.

##### 2.1.8.1. Cap Screws

Cap screws shall be stainless steel in conformance with ASME B18.2.1, ASME B18.3, or ASME B18.6.2 as required.

#### 2.2. SHOP FABRICATED METAL ITEMS

Shop fabricated metal items shall conform to the requirements and details as specified or shown and to the workmanship provisions and other applicable fabrication requirements as specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

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[This Section is revised in it's entirety by amendment R0005](#)

SECTION 09965

PAINTING: HYDRAULIC STRUCTURES

PART 1 PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z87.1 (1989; Errata; Z87.1a) Occupational and Educational Eye and Face Protection

ANSI Z358.1 (1990) Emergency Eyewash and Shower Equipment

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 153 (1986; R 1996e1) Specific Gravity of Pigments

ASTM D 281 (1995) Oil Absorption of Pigments by Spatula Rub-Out

ASTM D 520 (1984; R 1995e1) Zinc Dust Pigment

ASTM D 561 (1982; R 1999) Carbon Black Pigment for Paint

ASTM D 740 (1994; R 1997) Methyl Ethyl Ketone

ASTM D 841 (1997) Nitration Grade Toluene

ASTM D 1045 (1995) Sampling and Testing Plasticizers Used in Plastics

ASTM D 1152 (1989; R 1997) Methanol (Methyl Alcohol)

ASTM D 1153 (1994; R 1997) Methyl Isobutyl Ketone

ASTM D 1186 (1993) Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base

ASTM D 1200 (1994; R 1999) Viscosity by Ford Viscosity Cup

ASTM D 1210 (1996) Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage

ASTM D 1400	(1994) Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base
ASTM D 2917	(1991; R 1998) Methyl Isoamyl Ketone
ASTM D 3721	(1983; R 1999) Synthetic Red Iron Oxide Pigment
ASTM D 4417	(1993; R 1999) Field Measurement of Surface Profile of Blast Cleaned Steel
ASTM E 1347	(1997) Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry

#### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.20	Access to Employee Exposure and Medical Records
29 CFR 1910.94	Ventilation
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910, Subpart I	Personal Protective Equipment
29 CFR 1926	Safety and Health Regulations for Construction
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 261, App III	Chemical Analysis Test Methods
40 CFR 261, App II, Mtd 1311	Toxicity Characteristic Leaching Procedure (TCLP)
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 262.22	Number of Copies
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
49 CFR 171, Subchapter C	Hazardous Materials Regulations

#### ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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## FEDERAL STANDARDS (FED-STD)

FED-STD-595 (Rev B, Notice 1) Colors Used in Government Procurement

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

## NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 98-119 (1998, 4<sup>th</sup> Ed., 2<sup>nd</sup> Supplement) NIOSH Manual of Analytical Methods

## THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC QP 1 (2000) Standard Procedure for Evaluating Qualifications of Painting Contractors

SSPC QP 2 (2000) Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint

SSPC QP 3 (2001) Standard Procedure for Evaluating Qualifications of Shop Painting Applicators

SSPC SP 1 (1982) Solvent Cleaning

SSPC SP 3 (2000) Power Tool Cleaning

SSPC SP 5/NACE 1 (2000) White Metal Blast Cleaning

## 1.2 SUBMITTALS

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

### Product Data

Accident Prevention Plan; G

The Contractor shall submit an Accident Prevention Plan in accordance with the requirements of Section 01 of EM 385-1-1. The plan shall include, but is not limited to, each of the topic areas listed in Appendix A therein and the requirements of paragraph SAFETY AND HEALTH PROVISIONS; each topic shall be developed in a concise manner to include management and operational aspects.

Respiratory Protection Program; G

The Contractor shall submit a comprehensive written respiratory protection program in accordance with 29 CFR 1910.134, 29 CFR 1926.62, and Section 05.E of EM 385-1-1.

#### Airborne Sampling Plan; G

The contractor shall submit an Airborne Sampling Plan detailing the NIOSH Pub No. 98-119, Factory Mutual, or Underwriters Laboratories approved equipment, equipment calibration procedures, sampling methods, sampling to be performed, and analytical procedures to be used based on the type of work to be performed and anticipated toxic contaminants to be generated. The contractor shall include the name of the accredited laboratory, listed by the American Industrial Hygiene Association (AIHA), to be used to conduct the analysis of any collected air samples.

#### Ventilation Assessment; G

The contractor shall submit a plan to provide ventilation assessment as required by paragraph PAINT APPLICATION, subparagraph VENTILATION.

#### Medical Surveillance Plan; G

The Contractor shall submit a Medical Surveillance Plan as required in paragraph MEDICAL STATUS and provide a statement from the examining physician indicating the name of each employee evaluated and any limitations which will preclude the employee from performing the work required. The statement shall include the date of the medical evaluation, the physician's name, signature, and telephone number.

#### Environmental Compliance Plan; G

The Contractor shall submit an Environmental Compliance Plan. The plan shall incorporate the submittals for Water Quality Plan, Soil Quality Plan, Ambient Air Monitoring Plan, and Visible Emissions Monitoring Plan. The submitted plan shall also address all aspects of establishing and demarcating regulated areas, ventilation/containment system performance verification, and reporting of accidental releases.

#### Waste Classification, Handling, and Disposal Plan; G

The contractor shall submit a Waste Classification, Handling, and Disposal Plan in accordance with the requirements of 40 CFR 261 and 40 CFR 262 and paragraph Waste Classification, Handling, and Disposal.

### Samples

#### Specification and Proprietary Paints; G

The Contractor shall submit samples of all special paint formula, Military, Master Painter Institute, Commercial Item Description, and SSPC paints. For products that are specified to be applied in accordance with the manufacturer's recommendations the Contractor shall submit the paint producers product data

sheet or other written instructions for those products. When the required quantity of any type is 50 gallons or less, the Contractor shall submit in lieu of the liquid paint sample:

a. A certified test report showing the results of required tests made on the material and a statement that it meets all of the specification requirements.

b. A certified test report showing the results of required tests made on a previous batch of paint produced by the same firm using the same ingredients and formulation except for minor differences necessitated by a color change and a statement that the previous batch met all of the specification requirements. A report of tests on the proposed batch showing the following properties applicable to the material specifications shall be furnished: color, gloss, drying time, opacity, viscosity, weight per gallon, and fineness of grind.  
Thinners; G

Samples shall be submitted of the thinners which are those solvents used to reduce the viscosity of the paint.

#### Test Reports

Inspection and Operation Records; G

The Contractor shall submit records of inspections and operations performed in accordance with paragraph INSPECTION. Submittals shall be made on a daily basis.

#### Certificates

Qualifications and Experience; G

The Contractor shall submit certification pursuant to paragraph QUALIFICATIONS for all job sites. Submittal of the qualifications and experience of any additional qualified and competent persons employed to provide on-site environmental, safety, and health shall also be provided. Acceptance of this submission must be obtained prior to the submission of other required environmental, safety, and health submittal items.

Qualified Painting Contractor; G

The Contractor shall submit a copy of their current SSPC QP 1 certification.

Qualified Hazardous Paint Removal Contractor; G

The Contractor shall submit a copy of their current SSPC QP 2 certification.

Qualified Shop Painting Applicators, G

The Contractor shall submit a copy of their current SSPC QP 3 certification.

Qualified Coating Thickness Gages; G

Documentation of manufacturer's certification shall be submitted for all coating thickness gages.

### 1.3 QUALIFICATIONS

Qualifications and experience shall comply with the following.

#### 1.3.1 Certified Professional

The Contractor shall utilize a qualified and competent person as defined in Section 01 of EM 385-1-1 to develop the required safety and health submittal and to provide on-site safety and health services during the contract period. The person shall be a Certified Industrial Hygienist (CIH), an Industrial Hygienist (IH), or a Certified Safety Professional (CSP) with a minimum of 3 years of demonstrated experience in similar related work. The Contractor shall certify that the Certified Industrial Hygienist (CIH) holds current and valid certification from the American Board of Industrial Hygiene (ABIH), that the IH is considered board eligible by written confirmation from the ABIH, or that the CSP holds current and valid certification from the American Board of Certified Safety Professionals. The CIH, IH, or CSP may utilize other qualified and competent persons, as defined in EM 385-1-1, to conduct on-site safety and health activities as long as these persons have a minimum of 2 years of demonstrated experience in similar related work and are under the direct supervision of the CIH, IH, or CSP. For lead containing jobsites, the competent and qualified person shall have successfully completed an EPA or state accredited lead-based paint abatement Supervisor course specific to the work to be performed and shall possess current and valid state and/or local government certification, as required.

#### 1.3.2 Certified Laboratory

The Contractor shall provide documentation which includes the name, address, and telephone number of the laboratories to be providing services. In addition, the documentation shall indicate that each laboratory is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that each is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT) and will document the date of current accreditation. Certification shall include accreditation for heavy metal analysis, list of experience relevant to analysis of lead in air, and a Quality Assurance and Quality Control Program.

#### 1.3.3 Qualified Painting Contractor

The Contractor shall be a certified SSPC-QP 1 Painting Contractor.

#### 1.3.4 Qualified Hazardous Paint Removal Contractor

The Contractor shall be a certified SSPC-QP 2 Painting Contractor.

#### 1.3.5 Qualified Paint Shop and Shop Painting Applicators

For painting work performed in a shop, in lieu of the SSPC-QP-1 certification, the Contractor shall be a certified SSPC-QP 3 Painting Contractor. Contractors performing paint operations in the field in addition to a paint shop shall require both SSPC-QP1 and QP 3 certifications.

### 1.3.6 Qualified Paint Applicator

Documentation of certification shall be submitted for all paint applicators. Prior to the initiation of any work all paint applicators shall be tested and certified as meeting the requirements of the qualified paint applicator. Certification shall be administered by the government approved independent third party NACE certified Level 3 Paint Inspector. Applicators failing the certification test shall not be permitted to apply any paint on the project.

#### 1.3.6.1 Test Plate

The test plate shall consist of a 6 feet by 6 feet steel plate with a 3/8 inch minimum thickness. The test plate shall have at least six bolts, three with bolt heads exposed and three with threads exposed, a 12-inch wide flange and a 6-inch diameter pipe each 18-inches long welded perpendicular to the test panel and a 6-inch deep T-beam with sealed ends welded horizontal across the test panel one foot up from the bottom all within the area to be painted on one side. Bolts shall be one-inch minimum diameter.

#### 1.3.6.2 Certification Test Procedure

Certification testing of paint applicators shall be conducted at the job site in coordination with the Contracting Officer. The Contractor shall supply the fabricated test plates to be used for the tests and shall provide crane service, rigging, and any other work necessary to provide accessibility for the certification testing and inspection. In preparation, the Contractor shall clean and prepare the test plates in accordance with the requirements of the contracted work. Abrasive blasting shall be performed with the blast media to be used in the contract. The paints to be applied shall be the Contractor supplied materials and shall be those previously tested and approved for use on the contract. Paints shall be applied as specified in the contract. The painter being tested shall mix and thin the paints to be used in the test and shall set up and adjust the application equipment for use. Each painter shall apply each of the types of paint comprising the specified system. The test plate shall be painted in a near vertical position.

#### 1.3.6.3 Certification Criteria

The paint applicator shall be evaluated based on the conformance of the applied paint system to the requirements of the specifications. Deficiencies in the coatings, improper mixing or improper application methods are basis for failure. The Test Agency shall be the sole judge as to the acceptability of each paint applicator's performance.

### 1.3.7 Coating Thickness Gage Qualification

Documentation of certification shall be submitted for all coating thickness gages. Magnetic flux thickness gages as described in ASTM D 1186 shall be used to make all coating thickness measurements on ferrous metal substrates. Eddy current thickness gages as described in ASTM D 1400 shall be used to measure coating thickness on all nonferrous metal substrates. Gages shall have an accuracy of +/- 3 percent or better. Gages to be used on the job shall be certified by the manufacturer as meeting these requirements.

### 1.3.8 PAINT APPLICATION QUALITY CONTROL

The contractor shall submit for review and acceptance the credentials of the Contractor's painting (including shop, field touch-up and repainting) quality control personnel. Quality control personnel shall operate under the direct charge of an independent third party National Association of Corrosion Engineers (NACE) certified Level 3 Paint Inspector. All work specified herein shall be conducted only when the NACE certified Level 3 Paint Inspector is on the jobsite full time. The painting supplier shall have a material technical representative on site during all paint testing activities."

### 1.4 SAMPLING AND TESTING

The Contractor shall allow at least 30 days for sampling and testing. Sampling may be at the jobsite or source of supply. The Contractor shall notify the Contracting Officer when the paint and thinner are available for sampling. Sampling of each batch shall be witnessed by the Contracting Officer unless otherwise specified or directed. A 1-quart sample of paint and thinner shall be submitted for each batch proposed for use. The sample shall be labeled to indicate formula or specification number and nomenclature, batch number, batch quantity, color, date made, and applicable project contract number. Testing will be performed by the Contractor.

### 1.5 SAFETY AND HEALTH PROVISIONS

Work shall be performed in accordance with the requirements of 29 CFR 1910, 29 CFR 1926, EM 385-1-1, and other references as listed herein. Matters of interpretation of the standards shall be submitted to the Contracting Officer for resolution before starting work. Where the regulations conflict, the most stringent requirements shall apply. Paragraph SAFETY AND HEALTH PROVISIONS supplements the requirements of EM 385-1-1, paragraph (1). In any conflict between Section 01 of EM 385-1-1 and this paragraph, the provisions herein shall govern.

#### 1.5.1 Abrasive Blasting

The Contractor shall comply with the requirements in Section 06.H of EM 385-1-1.

##### 1.5.1.1 Hoses And Nozzles

In addition to the requirements in Section 20 of EM 385-1-1, hoses and hose connections of a type to prevent shock from static electricity shall be used. Hose lengths shall be joined together by approved couplings of a material and type designed to prevent erosion and weakening of the couplings. The couplings and nozzle attachments shall fit on the outside of the hose and shall be designed to prevent accidental disengagement.

##### 1.5.1.2 Workers Other Than Blasters

Workers other than blasting operators working in close proximity to abrasive blasting operations shall be protected by utilizing MSHA/NIOSH-approved half-face or full-face air purifying respirators equipped with high-efficiency particulate air (HEPA) filters, eye protection meeting or exceeding ANSI Z87.1 and hearing protectors (ear plugs and/or ear muffs) providing a noise reduction rating of at least 20 dBA or as needed to provide adequate protection.

## 1.5.2 Cleaning with Compressed Air

Cleaning with compressed air shall be in accordance with Section 20.B.5 of EM 385-1-1 and personnel shall be protected as specified in 29 CFR 1910.134.

## 1.5.3 Cleaning with Solvents

### 1.5.3.1 Ventilation

Ventilation shall be provided where required by 29 CFR 1910.146 or where the concentration of solvent vapors exceeds 10 percent of the Lower Explosive Limit (LEL). Ventilation shall be in accordance with 29 CFR 1910.94, paragraph (c)(5).

### 1.5.3.2 Personal Protective Equipment

Personal protective equipment shall be provided where required by 29 CFR 1910.146 and in accordance with 29 CFR 1910, Subpart I.

## 1.5.4 Pretreatment of Metals with Acids

### 1.5.4.1 Personal Protective Equipment

Personnel shall be protected in accordance with 29 CFR 1910, Subpart I.

### 1.5.4.2 Emergency Equipment

In addition to the requirements of Section 05 of EM 385-1-1, the Contractor shall provide an eyewash in accordance with ANSI Z358.1, paragraph (6).

## 1.5.5 Mixing Epoxy and Polyurethane Resin Formulations

### 1.5.5.1 Exhaust Ventilation

Local exhaust ventilation shall be provided in the area where the curing agent and resin are mixed. This ventilation system shall be capable of providing at least 100 linear fpm of capture velocity measured at the point where the curing agent and resin contact during mixing.

### 1.5.5.2 Personal Protective Equipment

Exposure of skin and eyes to epoxy resin components shall be avoided by wearing appropriate chemically resistant gloves, apron, safety goggles, and face shields meeting or exceeding the requirements of ANSI Z87.1.

### 1.5.5.3 Medical Precautions

Individuals who have a history of sensitivity to epoxy or polyurethane resin systems shall be medically evaluated before any exposure can occur. Individuals who are medically evaluated as exhibiting a sensitivity to epoxy resins shall not conduct work tasks or otherwise be exposed to such chemicals. Individuals who develop a sensitivity shall be immediately removed from further exposure and medically evaluated.

#### 1.5.5.4 Emergency Equipment

A combination unit, comprised of an eyewash and deluge shower, within close proximity to the epoxy or polyurethane resin mixing operation shall be provided in accordance with ANSI Z358.1, paragraph (9).

#### 1.5.6 Paint Application

##### 1.5.6.1 Ventilation

When using solvent-based paint in confined spaces, ventilation shall be provided to exchange air in the space at a minimum rate of 5,000 cubic feet per minute per spray gun in operation. It may be necessary to install both a mechanical supply and exhaust ventilation system to effect adequate air changes within the confined space. All air-moving devices shall be located and affixed to an opening of the confined space in a manner that assures that the airflow is not restricted or short circuited and is supplied in the proper direction. Means of egress shall not be blocked. Ventilation shall be continued after completion of painting and through the drying phase of the operation. If the ventilation system fails or the concentration of volatiles exceeds 10 percent of the LEL (except in the zone immediately adjacent to the spray nozzle), painting shall be stopped and spaces evacuated until such time that adequate ventilation is provided. An audible alarm that signals system failure shall be an integral part of the ventilation system. The effectiveness of the ventilation shall be checked by using ventilation smoke tubes and making frequent oxygen and combustible gas readings during painting operations. Exhaust ducts shall discharge clear of the working areas and away from possible sources of ignition.

##### 1.5.6.2 Explosion Proof Equipment

Electrical wiring, lights, and other equipment located in the paint spraying area shall be of the explosion proof type designed for operation in Class I, Division 1, Group D, hazardous locations as required by the NFPA 70. Electrical wiring, motors, and other equipment, outside of but within 20 feet of any spraying area, shall not spark and shall conform to the provisions for Class I, Division 2, Group D, hazardous locations. Electric motors used to drive exhaust fans shall not be placed inside spraying areas or ducts. Fan blades and portable air ducts shall be constructed of nonferrous materials. Motors and associated control equipment shall be properly maintained and grounded. The metallic parts of air-moving devices, spray guns, connecting tubing, and duct work shall be electrically bonded and the bonded assembly shall be grounded.

##### 1.5.6.3 Further Precautions

- a. Workers shall wear nonsparking safety shoes.
- b. Solvent drums taken into the spraying area shall be placed on nonferrous surfaces and shall be grounded. Metallic bonding shall be maintained between containers and drums when materials are being transferred.
- c. Insulation on all power and lighting cables shall be inspected to ensure that the insulation is in excellent working condition and is free of all cracks and worn spots. Cables shall be further inspected to ensure that no connections are within 50 feet of the

operation, that lines are not overloaded, and that they are suspended with sufficient slack to prevent undue stress or chafing.

#### 1.5.6.4 Ignition Sources

Ignition sources, to include lighted cigarettes, cigars, pipes, matches, or cigarette lighters shall be prohibited in area of solvent cleaning, paint storage, paint mixing, or paint application.

#### 1.5.7 Health Protection

##### 1.5.7.1 Respirators

During all spray painting operations, spray painters shall use approved SCBA or SAR (air line) respirators, unless valid air sampling has demonstrated contaminant levels to be consistently within concentrations that are compatible with air-purifying respirator Assigned Protection Factor (APF). Persons with facial hair that interferes with the sealing surface of the facepiece to face seal or interferes with respirator valve function shall not be allowed to perform work requiring respiratory protection. Air-purifying chemical cartridge/canister half- or full-facepiece respirators that have a particulate prefilter and are suitable for the specific type(s) of gas/vapor and particulate contaminant(s) may be used for nonconfined space painting, mixing, and cleaning (using solvents). These respirators may be used provided the measured or anticipated concentration of the contaminant(s) in the breathing zone of the exposed worker does not exceed the APF for the respirator and the gas/vapor has good warning properties or the respirator assembly is equipped with a NIOSH-approved end of service life indicator for the gas(es)/vapor anticipated or encountered. Where paint contains toxic elements such as lead, cadmium, chromium, or other toxic particulates that may become airborne during painting in nonconfined spaces, air-purifying half- and full-facepiece respirators or powered air-purifying respirators equipped with appropriate gas vapor cartridges, in combination with a high-efficiency filter, or an appropriate canister incorporating a high-efficiency filter, shall be used.

##### 1.5.7.2 Protective Clothing and Equipment

All workers shall wear safety shoes or boots, appropriate gloves to protect against the chemical to be encountered, and breathable, protective, full-body covering during spray-painting applications. Where necessary for emergencies, protective equipment such as life lines, body harnesses, or other means of personnel removal shall be used during confined-space work.

#### 1.6 MEDICAL STATUS

Prior to the start of work and annually thereafter, all Contractor employees working with or around paint systems, thinners, blast media, those required to wear respiratory protective equipment, and those who will be exposed to high noise levels shall be medically evaluated for the particular type of exposure they may encounter. Medical records shall be maintained as required by 29 CFR 1910.20. The evaluation shall include:

- a. Audiometric testing and evaluation of employees who will work in a noise environment with a time weighted average greater than or equal to 90 dBA.

b. Vision screening (employees who use full-facepiece respirators shall not wear contact lenses).

c. Medical evaluation shall include, but shall not be limited to, the following:

(1) Medical history including, but not limited to, alcohol use, with emphasis on liver, kidney, and pulmonary systems, and sensitivity to chemicals to be used on the job.

(2) General physical examination with emphasis on liver, kidney, and pulmonary system.

(3) Determination of the employee's physical and psychological ability to wear respiratory protective equipment and to perform job-related tasks.

(4) Determination of baseline values of biological indices for later comparison to changes associated with exposure to paint systems and thinners or blast media, which include: liver function tests to include SGOT, SGPT, GGPT, alkaline phosphates, bilirubin, complete urinalysis, EKG (employees over age 40), blood urea nitrogen (bun), serum creatinine, pulmonary function test, FVC, and FEV, chest x-ray (if medically indicated), blood lead and ZPP (for individuals where it is known there will be an exposure to materials containing lead), other criteria that may be deemed necessary by the Contractor's physician, and Physician's statements for individual employees that medical status would permit specific task performance.

(5) For lead-based paint removal, the medical requirements of 29 CFR 1926.62 shall also be included.

## 1.7 CHANGE IN MEDICAL STATUS

Any employee whose medical status has changed negatively due to work related chemical and/or physical agent exposure while working with or around paint systems and thinners, blast media, or other chemicals shall be evaluated by a physician, and the Contractor shall obtain a physician's statement as described in paragraph MEDICAL STATUS prior to allowing the employee to return to those work tasks. The Contractor shall notify the Contracting Officer in writing of any negative changes in employee medical status and the results of the physician's reevaluation statement.

## 1.8 ENVIRONMENTAL PROTECTION

In addition to the requirements of section 01354 the Contractor shall comply with the following environmental protection criteria.

### 1.8.1 Waste Classification, Handling, and Disposal

The Contractor shall be responsible for assuring the proper disposal of all hazardous and nonhazardous waste generated during the project. Waste generated from abrasive blasting lead-containing paints with recyclable steel or iron abrasives shall be disposed of as a hazardous waste or shall be stabilized with proprietary pre-blast additives regardless of the results of 40 CFR 261, App II, Mtd 1311. Where stabilization is preferred, the contractor shall employ a proprietary blast additive, that has been blended with the blast media prior to use. Hazardous waste shall be placed in properly labeled closed containers and shall be shielded

adequately to prevent dispersion of the waste by wind or water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken. Nonhazardous waste shall be stored in closed containers separate from hazardous waste storage areas. All hazardous waste shall be transported by a licensed transporter in accordance with 40 CFR 263 and 49 CFR 171, Subchapter C. All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation. In addition to the number of manifest copies required by 40 CFR 262.22, one copy of each manifest will be supplied to the Contracting Officer prior to transportation.

## 1.8.2 Containment

The Contractor shall contain debris generated during paint removal operations in accordance with the requirements of SSPC Guide 6, Class 2A. Where required the containment air pressure shall be verified by instrument. Where required the minimum air movement velocity shall be 100 fpm for cross-draft ventilation or 60 fpm for downdraft ventilation.

## 1.8.3 Visible Emissions Monitoring

The time of emissions shall be measured in accordance with 40 CFR 60, App A, Mtd 22. Visible emissions shall be monitored for not less than 15 minutes of every hour. Visible emissions for each hour shall be calculated by extrapolation. In no case shall visible emissions extend greater than 150 feet in any direction horizontal from the containment. In no case shall visible emissions be observed in the area of any sensitive receptor. If such emissions occur the job shall be shut down immediately and corrective action taken. The foreman shall be notified whenever visible emissions exceed [40] seconds in a 1 hour period. The foreman shall be notified and the job shall be shut down and corrective action taken whenever visible emissions exceed [75] seconds in a 2 hour period. Total observed visible emissions from the containment shall not exceed [1] percent of the work day. Shutdown and corrective action shall be taken by the Contractor to prevent such an occurrence. The Contractor shall document each time that the work is halted due to a violation of the visible emissions criteria. Documentation shall include the cause for shutdown and the corrective action taken to resolve the problem.

## 1.8.4 Air Quality Monitoring

### 1.8.4.1 TSP Monitoring

The Contractor shall perform TSP monitoring. The positioning of air monitoring equipment shall be in accordance with 40 CFR 58, App E, Subpart (8). In addition, a minimum of two TSP monitors shall be used at the project site, one down wind from the project and one in the area of greatest public access (e.g. playground, school yard, or homeowner's yard) TSP-lead monitoring shall be conducted in accordance with 40 CFR 50, App B. When the project is in an area where there are critical receptors nearby, monitoring shall be conducted throughout the entire period that abrasive blasting and cleanup operations are performed. Otherwise, monitoring shall be performed 4 of the first 8 days and on a regular basis thereafter for a sum total of 25 percent of the time surface preparation and debris cleanup are performed. Failure to meet air quality regulatory limits shall require air monitoring to be repeated immediately after corrective actions have been taken. The Contractor shall also conduct preproject TSP monitoring. The preproject TSP monitoring shall be conducted a minimum of 2 weeks prior to the beginning of the project. The monitoring shall continue for a minimum of 3 days to establish

background levels. A report of the results shall be submitted to the Contracting Officer within 48 hours and shall include:

- (1) Name and location of jobsite.
- (2) Date of monitoring.
- (3) Time of monitoring (i.e., time monitoring begins and ends each day).
- (4) Identification and serial number of monitoring units.
- (5) Drawing showing specific location of monitoring units.
- (6) Drawing showing specific location of paint removal operation and the method of removal or work activity being performed.
- (7) Wind direction and velocity.
- (8) A flow chart verifying the rate of air flow across the filter throughout the sampling period.
- (9) Name and address of laboratory.
- (10) Laboratory test procedure.
- (11) Laboratory test results.
- (12) Signatures of field and laboratory technicians conducting the work.

#### 1.8.5 Water Quality

The Contractor shall conduct operations in such a manner that lead-containing and other hazardous paint debris do not contaminate the water and so that NPDES permits per EPA regulation 40 CFR 122 are not required for the project. In the event that there are any releases of lead paint debris into the waterways, with reportable quantities of hazardous substances designated pursuant to Section 311 of the Clean Water Act, they shall be reported to the EPA in accordance with 40 CFR 117 and 40 CFR 355. Releases or spills that carry into waterways or storm sewers shall be thoroughly documented. The documentation shall include the time and location of the release, amount of material released, actions taken to clean up the debris, amount of debris recovered, and corrective action taken to avoid a reoccurrence. Releases shall also be reported to the Coast Guard and other state and local authorities as appropriate. If the release is equivalent to 10 pounds or more of lead-containing material in a 24-hour period, it is considered to be a reportable quantity under CERCLA. The Contractor shall comply with 40 CFR 302.

#### 1.9 PAINT PACKAGING, DELIVERY, AND STORAGE

Paints shall be processed and packaged to ensure that within a period of one year from date of manufacture, they will not gel, liver, or thicken deleteriously, or form gas in the closed container. Paints, unless otherwise specified or permitted, shall be packaged in standard containers not larger than 5 gallons, with removable friction or lug-type covers. Containers for

vinyl-type paints shall be lined with a coating resistant to solvents in the formulations and capable of effectively isolating the paint from contact with the metal container. Each container of paint or separately packaged component thereof shall be labeled to indicate the purchaser's order number, date of manufacture, manufacturer's batch number, quantity, color, component identification and designated name, and formula or specification number of the paint together with special labeling instructions, when specified. Paint shall be delivered to the job in unbroken containers. Paints that can be harmed by exposure to cold weather shall be stored in ventilated, heated shelters. All paints shall be stored under cover from the elements and in locations free from sparks and flames.

**PART 2 PRODUCTS**

**2.1 SPECIAL PAINT FORMULAS**

Special paints shall have the composition as indicated in the formulas listed herein. Where so specified, certain components of a paint formulation shall be packaged in separate containers for mixing on the job. If not specified or otherwise prescribed, the color shall be that naturally obtained from the required pigmentation.

**2.2 PAINT FORMULATIONS**

Special paint formulas shall comply with the following:

**2.2.1 Formula VZ-108d, Vinyl-Type Zinc-Rich Impacted Immersion Coating**

<u>INGREDIENTS</u>	<u>PERCENT BY WEIGHT</u>	<u>POUNDS</u>	<u>GALLONS</u>
<u>COMPONENT A</u>			
Vinyl Resin, Type 3	16.6	109.2	9.65
Methyl Isobutyl Ketone	80.6	528.9	79.30
Suspending Agent E	0.7	4.6	0.28
Suspending Agent F	0.4	2.7	0.19
Methanol	0.5	3.3	0.50
Synthetic Iron Oxide (Red)	1.2	7.9	0.19
	100.0	656.6	90.11
<u>COMPONENT B</u>			
Silane B	100.0	4.1	0.47
<u>COMPONENT C</u>			
Zinc Dust	100.0	550.0	9.42
			100.00 (mixed paint)

a. The iron oxide and suspending agents shall be dispersed into the vehicle (Component A) to a fineness of grind of not less than 4 on the Hegman scale (ASTM D 1210). Grinding in steel-lined containers or using steel-grinding media shall not be permitted. The sole purpose of the iron oxide pigment is to produce a contrasting color. A red iron oxide-type 3 vinyl resin vehicle paste may be used in place of dry iron oxide provided compensating adjustment are made in the additions of Type 3 resin and methyl isobutyl ketone. The finished product with zinc dust added shall produce a paint which has a red tone upon drying and a reflectance of not more than 16 (ASTM E 1347).

b. VZ-108d paint shall be supplied as a kit. Each kit shall consist of 4.5 gallons (33.1 pounds) of Component A in a 5-gallon lug closure type pail, 27.5 pounds of zinc dust (Component C) packaged in a 1-gallon plastic pail, and 3 fluid ounces of silane (Component B) packaged in a glass bottle of suitable size having a polyethylene lined cap. The bottle of silane shall be placed on the zinc dust in the 1 gallon pail. In addition to standard labeling requirements, each container of each component shall be properly identified as to component type and each container label of Component A shall carry the following: MIXING AND APPLICATION INSTRUCTIONS: WARNING - THIS PAINT WILL NOT ADHERE TO STEEL SURFACES UNLESS COMPONENT B IS ADDED. Remove the 3 ounces of bottled Component B (silane) from the Component C (zinc dust) container and add to the base paint Component A) with thorough stirring. Then sift the zinc dust into the base paint while it is being vigorously agitated with a power-driven stirrer and continue the stirring until the zinc dust has been dispersed. The mixed paint shall at some point be strained through a 30-60 mesh screen to prevent zinc dust slugs from reaching the spray gun nozzle. The paint shall be stirred continuously during application at a rate that will prevent settling. If spraying is interrupted for longer than 15 minutes, the entire length of the hose shall be whipped vigorously to redisperse the zinc. If the spraying is to be interrupted for more than 1 hour, the hose shall be emptied by blowing the paint back into the paint pot. Thinning will not normally be required when ambient temperatures are below about 80 degrees F, but when the ambient and steel temperatures are higher, methyl isoamyl ketone (MIAK) or methyl isobutyl ketone (MIBK) should be used. If paint is kept covered at all times, its pot life will be about 8 days.

## 2.2.2 Formula V-766e, Vinyl-Type White (or Gray) Impacted Immersion Coating

<u>INGREDIENTS</u>	<u>PERCENT BY MASS</u>
Vinyl Resin, Type 3	5.6
Vinyl Resin, Type 4	11.6
Titanium Dioxide and (for Gray)	
Carbon Black	13.0
Diisodecyl Phthalate	2.9
Methyl Isobutyl Ketone	32.0
Toluene	34.7
Ortho-Phosphoric Acid	<u>0.2</u>
	100.0

a. The dispersion of pigment shall be accomplished by means of pebble mills or other approved methods to produce a fineness of grind (ASTM D 1210) of not less than 7 on the Hegman scale. Grinding in steel-lined or steel-ball mills will not be permitted. No grinding aids, antissettling agents, or any other materials except those shown in the formula will be permitted. The paint shall show the proper proportions of specified materials when analyzed by chromatographic and/or spectrophotometric methods. The

ortho-phosphoric acid shall be measured accurately and diluted with at least four parts of ketone to one part of acid and it shall be slowly incorporated into the finished paint with constant and thorough agitation.

b. The viscosity of the paint shall be between 60 and 90 seconds using ASTM D 1200 and a No. 4 Ford cup.

c. The white and gray paints shall be furnished in the volume ratio designated by the purchaser. The gray paint shall contain no pigments other than those specified. Enough carbon black shall be included to produce a dry paint film having a reflectance of 20-24 (ASTM E 1347). The resulting gray color shall approximate color 26231 of FED-STD-595.

## 2.3 INGREDIENTS FOR SPECIAL PAINT FORMULAS

The following ingredient materials and thinners apply only to those special paints whose formulas are shown above in detail.

### 2.3.1 Pigments and Suspending Agents

#### 2.3.1.1 Carbon Black

Carbon black shall conform to ASTM D 561, Type I or II.

#### 2.3.1.2 Zinc Dust

Zinc dust pigment shall conform to ASTM D 520, Type II.

#### 2.3.1.3 Iron Oxide

Iron oxide, (Dry) synthetic (red), shall conform to ASTM D 3721. In addition, the pigment shall have a maximum oil absorption of 24 and a specific gravity of 4.90 to 5.20 when tested in accordance with ASTM D 281 and ASTM D 153, Method A, respectively. When the pigment is dispersed into specified vinyl paint formulation, the paint shall have color approximating FED-STD-595 color 10076 (dark red paint), and shall show no evidence of incompatibility or reaction between pigment and other components after 6 months storage.

#### 2.3.1.4 Titanium Dioxide

Titanium dioxide in vinyl paint Formula V-766e shall be one of the following: Kronos 2160 or 2101, Kronos, Inc.; Ti-Pure 960, E.I. Dupont DeNemours and Co., Inc.

#### 2.3.1.5 Suspending Agent E

Suspending Agent E shall be a light cream colored finely divided powder having a specific gravity of 2 to 2.3. It shall be an organic derivative of magnesium aluminum silicate mineral capable of minimizing the tendency of zinc dust to settle hard without increasing the viscosity of the paint appreciably. MPA-14, produced by RHEOX, Inc., has these properties.

### 2.3.1.6 Suspending Agent F

Suspending Agent F shall be a light cream colored finely divided powder having a specific gravity of approximately 1.8. It shall be an organic derivative of a special montmorillonite (trialkylaryl ammonium hectorite). Bentone 27, produced by RHEOX, Inc., has these properties.

### 2.3.2 Resins, Plasticizer, and Catalyst

#### 2.3.2.1 Diisodecyl Phthalate

Diisodecyl Phthalate shall have a purity of not less than 99.0 percent, shall contain not more than 0.1 percent water, and shall have an acid number (ASTM D 1045) of not more than 0.10.

#### 2.3.2.2 Vinyl Resin, Type 3

Vinyl resin, Type 3, shall be a vinyl chloride-acetate copolymer of medium average molecular weight produced by a solution polymerization process and shall contain 85 to 88 percent vinyl chloride and 12 to 15 percent vinyl acetate by weight. The resin shall have film-forming properties and shall, in specified formulations, produce results equal to Vinylite resin VYHH, as manufactured by the Union Carbide Corporation.

#### 2.3.2.3 Vinyl Resin, Type 4

Vinyl resin, Type 4, shall be a copolymer of the vinyl chloride-acetate type produced by a solution polymerization process, shall contain (by weight) 1 percent interpolymerized dibasic acid, 84 to 87 percent vinyl chloride, and 12 to 15 percent vinyl acetate. The resin shall have film-forming properties and shall, in the specified formulations, produce results equal to Vinylite resin VMCH, as manufactured by the Union Carbide Corporation.

#### 2.3.2.4 Ortho-phosphoric Acid

Ortho-phosphoric acid shall be a chemically pure 85-percent grade.

### 2.3.3 Solvent and Thinners

#### 2.3.3.1 Methanol

Methanol (methyl alcohol) shall conform to ASTM D 1152.

#### 2.3.3.2 Methyl Ethyl Ketone

Methyl ethyl ketone (MEK) shall conform to ASTM D 740.

#### 2.3.3.3 Methyl Isobutyl Ketone

Methyl isobutyl ketone (MIBK) shall conform to ASTM D 1153.

#### 2.3.3.4 Methyl Isoamyl Ketone

Methyl isoamyl ketone (MIAK) shall conform to ASTM D 2917.

#### 2.3.3.5 Toluene

Toluene shall conform to ASTM D 841.

#### 2.3.4 Silane B

Silane B for Formula VZ-108d shall be N-beta-(aminoethyl)-gamma-aminopropyltrimethoxy silane. Silane A-1120, produced by the C.K. Witco Corporation, and Silane Z-6020, produced by Dow Corning Corporation, are products of this type.

### 2.4 TESTING

#### 2.4.1 Chromatographic Analysis

Solvents in vinyl paints and thinners shall be subject to analysis by programmed temperature gas chromatographic methods and/or spectrophotometric methods, employing the same techniques that give reproducible results on prepared control samples known to meet the specifications. If the solvent being analyzed is of the type consisting primarily of a single chemical compound or a mixture of two or more such solvents, interpretation of the test results shall take cognizance of the degree of purity of the individual solvents as commercially produced for the paint industry.

#### 2.4.2 Vinyl Paints

Vinyl paints shall be subject to the following adhesion test. When V-766 or V-106 formulations are tested, 5 to 7 mils (dry) shall be spray applied to mild steel panels. The steel panels shall be essentially free of oil or other contaminants that may interfere with coating adhesion. The test panels shall be dry blast cleaned to a White Metal grade which shall be in compliance with SSPC SP 5/NACE 1. The surface shall have an angular profile of 2.0 to 2.5 mils as measured by ASTM D 4417, Method C. When V-102 or V-103 formulations are tested, they shall be spray applied over 1.5 to 2.5 mils (dry) of V-766 or V-106 known to pass this test. When VZ-108 is tested, the coating shall be mixed in its proper proportions and then spray applied to a dry film thickness (DFT) of 1.5 to 2.5 mils above the blast profile. The VZ-108 shall be top coated with a V-766 known to pass this test. In all cases, the complete system shall have a total DFT of 5 to 7 mils above the blast profile. After being air dried for 2 hours at room temperature, the panel shall be dried in a vertical position for 16 hours at 120 degrees F. After cooling for 1 hour, the panel shall be immersed in tap water at 85 to 90 degrees F for 48 to 72 hours. Immediately upon removal, the panel shall be dried with soft cloth and examined for adhesion as follows: With a pocket knife or other suitable instrument, two parallel cuts at least 1 inch long shall be made 1/4 to 3/8 inch apart through the paint film to the steel surface. A third cut shall be made perpendicular to and passing through the end of the first two. With the tip of the knife blade, the film shall be loosened from the panel from the third cut between the parallel cuts for a distance of 1/8 to 1/4 inch. With the panel being held horizontally, the free end of the paint film shall be grasped between the thumb and forefinger and pulled vertically in an attempt to remove the film as a strip from between the first two cuts. The strip of paint film shall be removed at a rate of approximately 1/10 inch per second and shall be maintained in a vertical position during the process of removal. The adhesion is acceptable if the strip of paint breaks when pulled or if the strip elongates a minimum of 10 percent during its removal. Paints not intended to be self-priming shall exhibit no delamination from the primer.

## PART 3 EXECUTION

### 3.1 CLEANING AND PREPARATION OF SURFACES TO BE PAINTED

#### 3.1.1 General Requirements

Surfaces to be painted shall be cleaned before applying paint or surface treatments. Assemblies that conceal or enclose surfaces to be painted shall require disassembly in order to access, adequately clean, and prepare these surfaces for painting. Deposits of grease or oil shall be removed in accordance with SSPC SP 1, prior to mechanical cleaning. Solvent cleaning shall be accomplished with mineral spirits or other low toxicity solvents having a flash point above 100 degrees F. Clean cloths and clean fluids shall be used to avoid leaving a thin film of greasy residue on the surfaces being cleaned. Items not to be prepared or coated shall be protected from damage by the surface preparation methods. Machinery shall be protected against entry of blast abrasive and dust into working parts. Cleaning and painting shall be so programmed that dust or other contaminants from the cleaning process do not fall on wet, newly painted surfaces, and surfaces not intended to be painted shall be suitably protected from the effects of cleaning and painting operations. Welding of, or in the vicinity of, previously painted surfaces shall be conducted in a manner to prevent weld spatter from striking the paint and to otherwise reduce coating damage to a minimum; paint damaged by welding operations shall be restored to original condition. Surfaces to be painted that will be inaccessible after construction, erection, or installation operations are completed shall be painted before they become inaccessible.

#### 3.1.2 Ferrous Surfaces Subject to Severe Exposure

Ferrous surfaces subject to extended periods of immersion or as otherwise required shall be dry blast-cleaned to SSPC SP 5/NACE 1. The blast profile, unless otherwise specified, shall be 1.5 to 2.5 mils as measured by ASTM D 4417, Method C. Appropriate abrasive blast media shall be used to produce the desired surface profile and to give an angular anchor tooth pattern. If recycled blast media is used, an appropriate particle size distribution shall be maintained so that the specified profile is consistently obtained. Steel shot or other abrasives that do not produce an angular profile shall not be used. Weld spatter not dislodged by blasting shall be removed with impact or grinding tools and the areas reblasted prior to painting. Surfaces shall be dry at the time of blasting. Blast cleaning to SSPC SP 5/NACE 1 shall be done in the field and, unless otherwise specifically authorized, after final erection. Within 8 hours after cleaning, prior to the deposition of any detectable moisture, contaminants, or corrosion, all ferrous surfaces blast cleaned to SSPC SP 5/NACE 1 shall be cleaned of dust and abrasive particles by brush, vacuum cleaner, and/or blown down with clean, dry, compressed air, and given the first coat of paint. Upon written request by the Contractor, the Contracting Officer may authorize mill or shop cleaning of assembled or partially assembled components specified to receive one of the vinyl-type paint systems. The surfaces, if shop blasted, shall be shop coated with the first and second coats of the specified paint system except that the epoxy zinc-rich primed surfaces shall receive an extra single spray coat of the zinc primer at the time field painting is started, as specified in the paint system instructions. The shop coating shall be maintained in good condition by cleaning and touching up of areas damaged during the construction period. If pinpoint or general rusting appears, surfaces shall be reblasted and repainted at no added cost to the Government. Prior to the field application of subsequent coats, soiled areas of the shop coating shall be thoroughly cleaned and all welds or other unpainted or damaged areas shall be cleaned and coated in a manner to make them equivalent to adjacent, undamaged paint surfaces.

### 3.1.2.1 Surface Irregularities

Edges, corners, crevices, seams, joints, welds, rivets, corrosion pits, and other surface irregularities shall receive special attention to ensure that they are properly cleaned and prepared as described in the previous paragraphs. If surface irregularities cannot be adequately cleaned and prepared without component removal or disassembly, then such removal or disassembly shall be performed. Also see paragraph 3.2.9 Contacting Surfaces.

### 3.1.3 Repairs

#### 3.1.3.1 Bolted Connections

Existing bolted connections that require disassembly in order to reach concealed or irregular surfaces shall have associated nuts, bolts and washers replaced. The size, length and material of such hardware shall be the same as the original hardware as shown in the plans and reference drawings. Bolted splice plates of the penstock gates and bulkheads (as shown in Reference Drawing Nos. 6 and 12) are such connections that shall require hardware replacement.

#### 3.1.3.2 Retainer Bar Replacement

All seal retainer bars, spacers and associated cap screws shall be replaced. The old seal retainer bars shall be carefully removed and shall remain the property of the government for future use. Replacement of seal retainer bars and associated cap screws and spacers shall be accomplished as indicated on Plate S-1 and shown on reference drawing nos. 8 and 13. Significantly corroded retainer bars shall be discarded upon government approval.

#### 3.1.3.3 Upstream Skin Plate Welding Repair

Pits over 0.25-inches deep in any skin plate greater than or equal to 0.5 inches in thickness of all penstock gate and bulkhead leaves shall be filled with weldment and ground smooth. All deterioration shall be removed from the pits prior to filling with weldment. Pits shall be free from rust scale, rust stain or any other form of contamination. Deterioration may be removed through the use of 'peanut grinders.' In cases where welding causes burn-through of the skin plate, the burned-through area will be drilled and tapped with a threaded stainless steel plug installed to allow completion of weldment filling; or, the burned-through area may be treated as proposed by the Contractor and approved by the Contracting Officer in writing. All welding shall be in accordance with Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

The degree of pitting is estimated to be across 5% of the surface area on the skin plates of all penstock gate and bulkhead leaves. Following proper surface cleaning, sand blasting and other surface preparations, the Contractor shall conduct a joint inspection with the contracting officer for the purpose of identifying the degree of pitting on the skin plates, including any correction to the estimate shown above.

## 3.2 PAINT APPLICATION

### 3.2.1 General

The finished coating shall be free from holidays, pinholes, bubbles, runs, drops, ridges, waves, laps, excessive or unsightly brush marks, and variations in color, texture, and gloss. Application of initial or subsequent coatings shall not commence until the Contracting Officer has verified that atmospheric conditions and the surfaces to be coated are satisfactory. Each paint coat shall be applied in a manner that will produce an even, continuous film of uniform thickness. Edges, corners, crevices, seams, joints, welds, rivets, corrosion pits, and other surface irregularities shall receive special attention to ensure that they receive an adequate thickness of paint. Spray equipment shall be equipped with traps and separators and where appropriate, mechanical agitators, pressure gauges, pressure regulators, and screens or filters. Air caps, nozzles, and needles shall be as recommended by the spray equipment manufacturer for the material being applied. Airless-type spray equipment may be used only on broad, flat, or otherwise simply configured surfaces, except that it may be employed for general painting if the spray gun is equipped with dual or adjustable tips of proper types and orifice sizes. Airless-type equipment shall not be used for the application of vinyl paints.

### 3.2.2 Mixing and Thinning

Paints shall be thoroughly mixed, strained where necessary, and kept at a uniform composition and consistency during application. Paste or dry-powder pigments specified to be added at the time of use shall, with the aid of powered stirrers, be incorporated into the vehicle or base paint in a manner that will produce a smooth, homogeneous mixture free of lumps and dry particles. Where necessary to suit conditions of the surface temperature, weather, and method of application, the paint may be thinned immediately prior to use. Thinning shall generally be limited to the addition of not more than 1 pint per gallon of the proper thinner; this general limitation shall not apply when more specific thinning instructions are provided. Paint that has been stored at low temperature, shall be brought up to at least 70 degrees F before being mixed and thinned, and its temperature in the spray tank or other working container shall not fall below 60 degrees F during the application. Paint that has deteriorated in any manner to a degree that it cannot be restored to essentially its original condition by customary field-mixing methods shall not be used and shall be removed from the project site. Paint and thinner that is more than 1 year old shall be resampled and resubmitted for testing to determine its suitability for application.

### 3.2.3 Atmospheric and Surface Conditions

Paint shall be applied only to surfaces that are above the dew point temperature and that are completely free of moisture as determined by sight and touch. Paint shall not be applied to surfaces upon which there is detectable frost or ice. Except as otherwise specified, the temperature of the surfaces to be painted and of air in contact therewith shall be not less than 45 degrees F during paint application nor shall paint be applied if the surfaces can be expected to drop to 32 degrees F or lower before the film has dried to a reasonably firm condition. During periods of inclement weather, painting may be continued by enclosing the surfaces and applying artificial heat, provided the minimum temperatures and surface dryness requirements prescribed previously are maintained. Paint shall not be applied to surfaces heated by direct sunlight or other sources to temperatures that will cause detrimental blistering, pinholing, or porosity of the film.

### 3.2.4 Time Between Surface Preparation and Painting

Surfaces that have been cleaned and/or otherwise prepared for painting shall be primed as soon as practicable after such preparation has been completed but, in any event, prior to any deterioration of the prepared surface.

### 3.2.5 Method of Paint Application

Unless otherwise specified, paint shall be applied by brush or spray to ferrous and nonferrous metal surfaces. Special attention shall be directed toward ensuring adequate coverage of edges, corners, crevices, pits, rivets, bolts, welds, and similar surface irregularities. Other methods of application to metal surfaces shall be subject to the specific approval of the Contracting Officer. Paint on plaster, concrete, or other nonmetallic surfaces shall be applied by brush, roller, and/or spray.

### 3.2.6 Coverage and Film Thickness

Film thickness or spreading rates shall be as specified hereinafter. Where no spreading rate is specified, the paint shall be applied at a rate normal for the type of material being used. In any event, the combined coats of a specified paint system shall completely hide base surface and the finish coats shall completely hide undercoats of dissimilar color.

#### 3.2.6.1 Measurement on Ferrous Metal

Where DFT requirements are specified for coatings on ferrous surfaces, measurements shall be made with a gage qualified in accordance with paragraph Coating Thickness Gage Qualification. They shall be calibrated and used in accordance with ASTM D 1186. They shall be calibrated using plastic shims with metal practically identical in composition and surface preparation to that being coated, and of substantially the same thickness (except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch). Frequency of measurements shall be as recommended for field measurements by ASTM D 1186 and reported as the mean for each spot determination. The instruments shall be calibrated or calibration verified prior to, during, and after each use.

### 3.2.7 Progress of Painting Work

Where field painting on any type of surface has commenced, the complete painting operation, including priming and finishing coats, on that portion of the work shall be completed as soon as practicable, without prolonged delays. Sufficient time shall elapse between successive coats to permit them to dry properly for recoating, and this period shall be modified as necessary to suit adverse weather conditions. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause film irregularities such as lifting or loss of adhesion of the undercoat. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats. At the time of application of each successive coat, undercoats shall be cleaned of dust, grease, overspray, or foreign matter by means of airblast, solvent cleaning, or other suitable means. Cement and mortar deposits on painted steel surfaces, not satisfactorily removed by ordinary cleaning methods, shall be brush-off blast cleaned and completely repainted as required. Undercoats of high gloss shall, if necessary for establishment of good adhesion, be scuff sanded, solvent wiped,

or otherwise treated prior to application of a succeeding coat. Field coats on metal shall be applied after erection except as otherwise specified and except for surfaces to be painted that will become inaccessible after erection.

### 3.2.8 Recording of Painting Application

The Contractor shall provide instrumentation to continuously record, either directly or indirectly, dew point temperature, ambient temperature and surface temperature of the items to be painted. Records for the data listed above shall be submitted within 24 hours to the Contracting Officer for initial determination of compliance with respect to acceptance of the paint system. The Contractor's method of determining dew point shall be submitted to the Contracting Officer for approval. Temperature shall be recorded from the noted areas to portray the minimum and maximum ranges. The Contractor's quality control inspector shall sign and date the data sheet after the paint coating has been inspected for compliance with these specifications. The NACE certified Level 3 Paint Inspector shall then sign the data sheet once the adequacy of the paint coating has been assured. The Contractor will not be permitted to apply the next coating of paint until the signature of the NACE certified Level 3 Paint Inspector is affixed to the data sheet. The Contractor's quality control inspector shall utilize, as a minimum, the following tools for inspection:

- a. A thickness gauge as specified in Paragraph Measurement on Ferrous Metal.
- b. A pinhole tester equivalent to the pinhole tester manufactured by Zormco Electronics Corporation.
- c. A magnifying glass

The Contractor shall submit for approval the type of instruments to be utilized and coordinate their calibration with the Contracting Officer.

### 3.2.9 Contacting Surfaces

When riveted or ordinary bolted contact is to exist between surfaces of ferrous or other metal parts of substantially similar chemical composition, such surfaces will not be required to be painted, but any resulting crevices shall subsequently be filled or sealed with paint. Contacting metal surfaces formed by high-strength bolts in friction-type connections shall not be painted. Where a nonmetal surface is to be in riveted or bolted contact with a metal surface, the contacting surfaces of the metal shall be cleaned and given three coats of the specified primer. Unless otherwise specified, corrosion-resisting metal surfaces, including cladding therewith, shall not be painted.

### 3.2.10 Drying Time Prior to Immersion

Minimum drying periods after final coat prior to immersion shall be: epoxy systems at least 5 days, vinyl-type paint systems at least 3 days, and cold-applied coal tar systems at least 7 days. Minimum drying periods shall be increased twofold if the drying temperature is below 65 degrees F and/or if the immersion exposure involves considerable abrasion.

### 3.2.11 Protection of Painted Surfaces

Where shelter and/or heat are provided for painted surfaces during inclement weather, such protective measures shall be maintained until the paint film has dried and discontinuance of the measures is authorized. Items that have been painted shall not be handled, worked on, or otherwise disturbed until the paint coat is fully dry and hard. All metalwork coated in the shop or field prior to final erection shall be stored out of contact with the ground in a manner and location that will minimize the formation of water-holding pockets; soiling, contamination, and deterioration of the paint film, and damaged areas of paint on such metalwork shall be cleaned and touched up without delay. The first field coat of paint shall be applied within a reasonable period of time after the shop coat and in any event before weathering of the shop coat becomes extensive.

### 3.2.12 Vinyl Paints

#### 3.2.12.1 General

Vinyl paints shall be spray applied, except that areas inaccessible to spraying shall be brushed. All of the vinyl paints require thinning for spray application except the zinc-rich vinyl paint (Formula VZ 108d) which will normally require thinning only under certain weather conditions. Thinners for vinyl paints shall be as follows:

APPROXIMATE AMBIENT AIR TEMPERATURE  
(Degrees F)

Below 50	MEK
50 – 70	MIBK
Above 70	MIAC

The amount of thinner shall be varied to provide a wet spray and avoid deposition of particles that are semidry when they strike the surface. Vinyl paints shall not be applied when the temperature of the ambient air and receiving surfaces is less than 35 degrees F nor when the receiving surfaces are higher than 125 degrees F. Each spray coat of vinyl paint shall consist of a preliminary extra spray pass on edges, corners, interior angles, pits, seams, crevices, junctions of joining members, rivets, weld lines, and similar surface irregularities followed by an overall double spray coat. A double spray coat of vinyl-type paint shall consist of applying paint to a working area of not less than several hundred square feet in a single, half-lapped pass, followed after drying to at least a near tack-free condition by another spray pass applied at the same coverage rate and where practicable at right angles to the first. Rivets, bolts, and similar surface projections shall receive sprayed paint from every direction to ensure complete coverage of all faces. Pits, cracks, and crevices shall be filled with paint insofar as practicable, but in any event, all pit surfaces shall be thoroughly covered and all cracks and crevices shall be sealed off against the entrance of moisture. Fluid and atomization pressures shall be kept as low as practicable consistent with good spraying results. Unless otherwise specified, not more than 2.0 mils, average DFT, of vinyl paint shall be applied per double spray coat. Except where otherwise indicated, an undercoat of the vinyl-type paint may receive the next coat any time after the undercoat is tack-free and firm to the touch, provided that no speedup or delay in the recoating schedule shall cause film defects such as sags, runs, air bubbles, air craters, or poor intercoat adhesion. Neither the prime coat nor any other coat shall be walked upon or be subjected to any other abrading action until it has hardened sufficiently to resist mechanical damage.

### 3.2.12.2 Vinyl Zinc-Rich Primer

Primer shall be field mixed combining components A, B, and C. Mixing shall be in accordance with label instructions. After mixing, the paint shall be kept covered at all times to avoid contamination and shall be applied within 8 days after it is mixed. When the ambient and/or steel temperature is below about 80 degrees F, the paint will not normally require thinning; however, the paint shall at all times contain sufficient volatiles (thinners) to permit it to be satisfactorily atomized and to provide a wet spray and to avoid deposition of particles that are semidry when they reach the surface. The paint shall be stirred continuously during application at a rate that will prevent the zinc dust from settling. When spraying is resumed after any interruption of longer than 15 minutes, the entire length of the material hose shall be whipped vigorously until any settled zinc is redispersed. Long periods of permitting the paint to remain stagnant in the hose shall be avoided by emptying the hoses whenever the painting operation is to be suspended for more than 1 hour. The material (paint) hoses shall be kept as short as practicable, preferably not more than 50 feet in length. Equipment used for spraying this zinc primer shall not be used for spraying other vinyl-type paints without first being thoroughly cleaned, since many of the other paints will not tolerate zinc contamination; no type of hot spray shall be used. An average DFT of up to 2.5 mils may be applied in one double-spray coat. Unless specifically authorized, not more than 8 days shall elapse after application of a VZ-108d zinc-rich coat before it receives a succeeding coat.

### 3.2.12.3 Vinyl Paint Formula V-766e

Vinyl Paints Formula V-766e is a ready-mixed paint designed to be spray applied over a wide range of ambient temperatures by field thinning with the proper type and amount of thinner. For spray application, they shall be thinned as necessary up to approximately 25 percent (1 quart per gallon of base paint) with the appropriate thinner; when ambient and steel temperatures are above normal, up to 40-percent thinning may be necessary for satisfactory application.

## 3.3 PAINT SYSTEMS APPLICATION

The required paint systems and the surfaces to which they shall be applied are shown in this paragraph, and/or in the drawings. Supplementary information follows.

### 3.3.1 Fabricated and Assembled Items

Items that have been fabricated and/or assembled into essentially their final form and that are customarily cleaned and painted in accordance with the manufacturer's standard practice will be exempted from equivalent surface preparation and painting requirements described herein, provided that:

- a. Surfaces primed (only) in accordance with such standard practices are compatible with specified field-applied finish coats.
- b. Surfaces that have been primed and finish painted in accordance with the manufacturer's standard practice are of acceptable color and are capable of being satisfactorily touched up in the field.

c. Items expressly designated herein to be cleaned and painted in a specified manner are not coated in accordance with the manufacturer's standard practice if different from that specified herein.

### 3.3.2 Surface Preparation

The method of surface preparation and pretreatment shown in the tabulation of paint systems is for identification purposes only. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with detailed requirements previously described.

### 3.3.3 Paint System No. 5-E-Z

Paint shall be spray applied to an average DFT of a minimum of 7.0 mils for the completed system, and the thickness at any point shall not be less than 5.5 mils. The DFT of the zinc-rich primer shall be approximately 2.5 mils. The specified film thickness shall be attained in any event, and any extra coats needed to attain the specified thickness shall be applied at no additional cost to the Government. Attaining the specified film thickness by applying fewer than the prescribed number of coats or spray passes will be acceptable provided heavier applications do not cause an increase in pinholes, bubbles, blisters, or voids in the dried film and also provided that not more than 2.0 mils (DFT) per double spray coat nor more than 1.0 mil per single spray pass of nonzinc paint shall be applied at one time.

### 3.3.4 Protection of Nonpainted Items and Cleanup

Walls, equipment, fixtures and all other items in the vicinity of the surfaces being painted shall be maintained free from damage by paint or painting activities. Paint spillage and painting activity damage shall be promptly repaired.

## 3.4 APPURTENANT ITEMS

### 3.4.1 Items or Surfaces Not to Be Painted/:

All appurtenant items, machined surfaces and corrosion resistant surfaces of the assemblies and mechanisms shown including, but not limited to, the following, shall not be painted:

- a. Penstock gate roller train assemblies, including rollers, links and pins (assemblies to be removed and reinstalled), plus CRES roller bearing plates and guide bars (items attached to gate leaf).
- b. Penstock gate and bulkhead CRES guide shoes and seals (items to be removed and reinstalled).
- c. Penstock bulkhead positioning springs and retainer (items to be removed and reinstalled), plus bearing shoes and rubbing shoes (items attached to bulkhead leaf).

The Contractor shall conduct a joint inventory with the Contracting Officer, within 21 days after notice to proceed, for the purpose of identifying all items or surfaces not to be painted, including any corrections to the list shown above, prior to disassembly of the penstock gates and/or bulkheads.

### 3.4.2 Seal Replacement and Reinstallation of Appurtenant Items

Seals shall be replaced on the top, bottom and sides of all penstock gate and bulkhead leaves. All other items appurtenant to the gate leaves that were removed in preparation for painting, and not specified for elimination during a repair procedure, shall be reinstalled in accordance with Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

### 3.5 INSPECTION

The Contractor shall inspect, document, and report all work phases and operations on a daily basis. As a minimum the daily report shall contain the following:

- a. Inspections performed, including the area of the structure involved and the results of the inspection.
- b. Surface preparation operations performed, including the area of the structure involved, the mode of preparation, the kinds of solvent, abrasive, or power tools employed, and whether contract requirements were met.
- c. Thinning operations performed, including thinners used, batch numbers, and thinner/paint volume ratios.
- d. Application operations performed, including the area of the structure involved, mode of application employed, ambient temperature, substrate temperature, dew point, relative humidity, type of paint with batch numbers, elapsed time between surface preparation and application, elapsed time for recoat, condition of underlying coat, number of coats applied, and if specified, measured DFT or spreading rate of each new coating.

### 3.6 FINAL CLEANING AND CLEARANCE TESTING FOR LEAD CONTAMINANTS

All facilities and surfaces within or directly adjacent to the regulated area shall be cleaned and decontaminated using phosphate detergents and HEPA vacuums as necessary to provide surfaces that are clean of residual lead dust. Clearance testing shall be performed. A sufficient number of wipe tests shall be performed to document the level of residual lead contamination. No surface shall have greater than 8,000 micrograms of lead per square foot.

### 3.7 PAINTING SCHEDULES

#### SYSTEM NO. 5-E-Z

Items to be coated include all surfaces of the two existing penstock gates, the two sets of upper and lower penstock bulkheads (including modification elements and surfaces), and the modified surfaces of the Lifting Beam, with the exception of the items listed in Paragraph 3.4.1 above.

SURFACE PREPARATION	1 <sup>ST</sup> COAT	2 <sup>ND</sup> COAT	3 <sup>RD</sup> COAT	4 <sup>TH</sup> COAT
White metal blast cleaning	Vinyl zinc-rich VZ-108d (double spray coat)	Gray Vinyl V-766e (double spray coat)	White Vinyl V-766e (double spray coat)	Gray Vinyl V-766e (double spray coat)

END OF SECTION

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## SECTION 11288

### BULKHEAD AND GATE ACCESSORIES

#### PART 1 GENERAL

##### 1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 27/A 27M	(1995) Steel Castings, Carbon, for General Application
ASTM A 36/A 36M	(1996) Carbon Structural Steel
ASTM A 240/A 240M	(1995) Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels
ASTM A 307	(1994) Carbon Steel Bolts and Studs, 60 000 psi Tensile Strength
ASTM D 395	(1989; R 1994) Rubber Property - Compression Set
ASTM D 412	(1992) Vulcanized Rubber and Thermoplastic Rubber and Thermoplastic Elastomers - Tension
ASTM D 471	(1996) Rubber Property - Effect of Liquids
ASTM D 572	(1988; R 1994) Rubber - Deterioration by Heat and Oxygen
ASTM D 2240	(1995) Rubber Property - Durometer Hardness

##### 1.2. SUBMITTALS

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

Shop Drawings

Detail Drawings; G.

Submit detail drawings.

## Product Data

### Materials.

Submit material orders, material lists, and material shipping bills.

### Welding; G

Submit schedules of welding procedures for structural steel.

### Materials

Submit material orders, material lists, and material shipping bills.

## Test Reports

### Tests, Inspections and Verifications; G.

Submit certified material test reports with all material delivered to the site.

## Certificates

### Welding Procedures for Structural Steel

Submit schedules of welding procedures for structural steel.

### Acceptance Trial Operation and Test; G.

Submit operation and test results before completion of the contract .

## 1.3. QUALIFICATION OF WELDERS AND WELDING OPERATORS

Qualification of welders and welding operators shall conform to the requirements of Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

## 1.4. DELIVERY, STORAGE, AND HANDLING

Delivery, handling, and storage of materials and fabricated items shall conform to the requirements specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Materials and equipment delivered to the site by the Contracting Officer shall be unloaded by the Contractor. The Contractor shall verify the condition and quantity of the items delivered by the Contracting Officer and acknowledge receipt and condition thereof in writing. If delivered items are damaged or a shortage is determined, the Contractor shall notification of such in writing within 24 hours after delivery.

### 1.4.1. Rubber Seals

Rubber seals shall be stored in a place which permits free circulation of air, maintains a temperature of 20 degrees C 70 degrees F or less, and prevents the rubber from being exposed to the direct rays of the sun. Rubber seals shall be kept free of oils, grease, and

other materials which would deteriorate the rubber. Rubber seals shall not be distorted during handling.

## PART 2 PRODUCTS

### 2.1. MATERIALS

Materials orders, material lists and material shipping bills shall conform with the requirements of Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### 2.1.1. Metals

Structural steel, stainless steel, aluminum bronze and other metal materials used for fabrication shall conform to the requirements as shown and as specified herein and in Section 05502 METALS: MISCELLANEOUS, STANDARD ARTICLES, SHOP FABRICATED ITEMS.

##### 2.1.1.1. Structural Steel

Structural steel shall conform to ASTM A 36/A 36M.

##### 2.1.1.2. Structural Steel Plates

Structural steel plates shall conform to ASTM A 36/A 36M.

##### 2.1.1.3. Stainless Steel Plate, Sheet, and Strip

Stainless steel plate, sheet, and strip shall conform to ASTM A 240/A 240M, UNS S 30400, S 32100, S 41008. Plate finish shall be hot-rolled, annealed or heat-treated, and blast-cleaned or pickled. Sheet and strip finish shall be No. 1.

#### 2.1.2. Rubber Seals

Rubber seals shall be fluorocarbon (Teflon) clad rubber seals of the mold type only.

##### 2.1.2.1. Physical Characteristics

Physical characteristics of the seals shall meet the following requirements:

<u>PHYSICAL TEST</u>	<u>TEST VALUE</u>	<u>TEST METHOD SPECIFICATION</u>
Tensile Strength	2500 psi (min.)	ASTM D 412
Elongation at Break	450 percent (min.)	ASTM D 412
300 percent	900 psi (min.)	ASTM D 412
Durometer Hardness (Shore Type A)	60 to 70	ASTM D 2240

*Water Absorption	5 percent by weight (max.)	ASTM D 471
Compression Set	30 percent (max.)	ASTM D 395
Tensile Strength (after aging 48 hrs)	80 percent of tensile strength (min.)	ASTM D 572

\* The "Water Absorption" test shall be performed with distilled water. The washed specimen shall be blotted dry with filter paper or other absorbent material and suspended by means of small glass rods in the oven at a temperature of 70 degrees C plus or minus 2 degrees for 22 hours plus or minus 1/4 hour. The specimen shall be removed, allowed to cool to room temperature in air, and weighed. The weight shall be recorded to the nearest 1 mg as M subscript 1 (M subscript 1 is defined in ASTM D 471). The immersion temperature shall be 70 degrees C plus or minus 1 degree and the duration of immersion shall be 166 hours.

#### 2.1.2.2. Fabrication of Rubber Seals

Rubber seals shall have a fluorocarbon film vulcanized and bonded to the sealing surface of the bulb. The film shall be 0.060 inches thick Huntington Abrasion Resistant Fluorocarbon Film No. 4508, or equal, and shall have the following physical properties:

Tensile strength ..... 2,000 psi (min.)

Elongation ..... 250 percent (min.)

The outside surface of the bonded film shall be flush with the surface of the rubber seal and shall be free of adhering or bonded rubber. Strips and corner seals shall be molded in lengths suitable for obtaining the finish lengths shown and with sufficient excess length to provide test specimens for testing the adequacy of the adhesion bond between the film and bulb of the seal. At one end of each strip or corner seal to be tested, the fluorocarbon film shall be masked during bonding to prevent a bond for a length sufficient to hold the film securely during testing.

## 2.2. MANUFACTURED UNITS

Bolts, nuts, washers, screws and other manufactured units shall conform with the requirements as shown and as specified and in Section 05502 METALS: MISCELLANEOUS, STANDARD ARTICLES, SHOP FABRICATED ITEMS.

### 2.2.1. Bolts, Nuts and Washers

Bolts, nuts, studs, stud bolts and bolting materials shall conform to ASTM A 307, Grade A, hot-dip galvanized. Bolts 1/2 inch and larger shall have hexagon heads. The finished shank of bolts shall be long enough to provide full bearing. Washers for use with bolts shall conform to the requirements specified in the applicable specification for bolts.

## 2.2.2. Screws

Screws shall conform to Section 05502 METALS: MISCELLANEOUS, STANDARD ARTICLES, SHOP FABRICATED ITEMS.

## 2.2.3 Bulkhead Valve

Bulkhead valve shall be a float valve type, globe pattern, balanced, single seated, tight closing, chatter resistant for fresh water service. Pressure rating shall be 125 lb class minimum; bronze or stainless steel body. Float and trim shall be stainless steel. Float rods shall be brass or stainless steel. Discs and cups shall be neoprene. Packing shall be graphite. Keckley model 77 or equal."

## 2.3. FABRICATION

### 2.3.1. Detail Drawings

Detail drawings, including fabrication drawings, shop assembly drawings, delivery drawings, and field installation drawings, shall conform to the requirements specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### 2.3.1.1. Fabrication Drawings

Fabrication drawings shall show complete details of materials, tolerances, connections, and proposed welding sequences which clearly differentiate shop welds and field welds.

#### 2.3.1.2. Shop Assembly Drawings

Shop assembly drawings shall provide details for connecting the adjoining fabricated components in the shop to assure satisfactory field installation.

#### 2.3.1.3. Delivery Drawings

Delivery drawings shall provide descriptions of methods of delivering components to the site, including details for supporting fabricated components during shipping to prevent distortion or other damages.

#### 2.3.1.4. Field Installation Drawings

Field installation drawings shall provide a detailed description of the field installation procedures. The description shall include the location and method of support of installation and handling equipment; provisions to be taken to protect concrete and other work during installation; method of maintaining components in correct alignment; and methods for installing other appurtenant items.

### 2.3.2. Structural Fabrication

Structural fabrication shall conform to the requirements as shown and specified herein and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Dimensional tolerances shall be as specified and as shown. Splices shall occur only where shown. Pin holes shall be bored in components after welding,

straightening, stress-relieving, and threading operations are completed. Brackets, eye bar sections, and other components requiring straightening shall be straightened by methods which will not damage the material. Bushings shall be press-fitted with supporting components. Bolt connections, lugs, clips, or other pick-up assembly devices shall be provided for components as shown and required for proper assembly and installation. Provisions shall be made for the installation of cathodic protection system devices and other appurtenances as required.

#### 2.3.2.1. Welding

Welding shall conform with the requirements specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Welds shall be of the type shown and approved detail drawings. Components shall be stress-relief heat treated after welding where shown. Stress-relieving of components shall be performed prior to the attachment of miscellaneous appurtenances.

#### 2.3.2.2. Bolted Connections

Bolted connections shall conform with the requirements specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### 2.3.2.3. Machine Work

Machine work shall conform with the requirements specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### 2.3.2.4. Miscellaneous Provisions

Miscellaneous provisions for fabrication shall conform with the requirements specified herein and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

#### 2.3.2.5. Seal Assemblies

Seal assemblies shall be attached to the gate leaf during shop assembly and removed for shipment. The rubber seals of the assemblies shall be accurately fitted, drilled to match the seal retainers, match marked, and removed for shipment.

#### 2.3.3. Valve Actuator

The valve actuator assembly shall be fabricated as shown for remote opening and closing of the valve with the lowering of the existing lifting beam. The actuator assembly shall be shop fabricated and shall be field installed complete with other appurtenant items as required for proper operation. The lifting beam shall be modified as indicated, including preparation, modification, and final refinishing back to a suitable operating condition. The overall width and height of the fabricated components and assemblies shall not vary from the respective dimensions shown by more than 1/16 inch. The actuator shall be stress relieved prior to final attachment to the bulkhead.

#### 2.3.4. Appurtenant Items

The fabrication requirements for appurtenant items shall conform to the details shown.

#### 2.3.5. Shop Assembly

Shop assembly requirements shall be as shown and as specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Components shall be assembled completely in the shop to assure satisfactory field installation. Adequate support shall be provided during assembly to maintain components within 1/16 inch of actual installation planes. Mating surfaces and machined surfaces shall be coated with a rust preventive coating until assembled. Other connecting surfaces which are not required to be disassembled for shipment shall be thinly coated with an approved rust preventive coating before being joined. Adjoining components shall be fitted and bolted together to facilitate field connections. Shop assembled components shall be delivered assembled, if practically permitted by shipping and field installation conditions. Assembled components shall be shop welded in their final positions as much as delivery and field installation conditions allow. Shop assembly and disassembly work shall be performed in the presence of the Contracting Officer unless otherwise approved. The presence of the Contracting Officer will not relieve the Contractor of any responsibility under this contract.

##### 2.3.5.1. Actuator Assembly

The operation of the completed assembly shall be checked first by manually simulating the lowering of the lifting beam onto the bulkhead, and when correct operation is achieved, by lowering the actual lifting beam into position and observing proper operation of the valve.

#### 2.4. TESTS, INSPECTIONS, AND VERIFICATIONS

Tests, inspections, and verifications for materials and fabricated items shall conform to the requirements specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, AND MISCELLANEOUS PROVISIONS. Valve shall close fully upon release of the plunger; valve shall open to at least 90% of full or more when the plunger is pressed into its fully depressed position.

##### 2.4.1. Testing of Rubber Seals

The fluorocarbon film of rubber seals shall be tested for adhesion bond in accordance with ASTM D 413 using either the machine method or the deadweight method. A 25 mm 1 inch long piece of seal shall be cut from the end of the seal which has been masked and subjected to tension at an angle approximately 90 degrees to the rubber surface. There shall be no separation between the fluorocarbon film and the rubber when subjected to the following loads:

THICKNESS OF FLUOROCARBON FILM	MACHINE METHOD AT 2 INCHES PER MINUTE	DEADWEIGHT METHOD
0.030 inch	30 lbs per inch width	30 lbs per inch width
0.060 inch	30 lbs per inch width	30 lbs per inch width

#### 2.4.2. Inspection

Shop assembled components shall be inspected for quality welds, accurate fit, and compliance with dimensional tolerances. Sealing, guiding, and connecting surfaces shall be inspected to determine if their planes are true, parallel, and in uniform contact with opposing surfaces. With the gate leaf closed and uniformly blocked in the sealing position, gate leaf wheels, rollers, and rubber seals shall be inspected to determine if they are in continuous contact with track and seal plates. Compression of rubber seals shall not vary by more than 1/32 inch. It shall not be possible to insert a feeler gauge of greater than 0.005 inch thickness at any point between bar seals and seal plates. Shop assembled components shall be inspected prior to the painting operation.

#### 2.4.3. Operation Tests

The operation of the valve actuator shall be tested in place by installing the bulkhead in the slot and engaging and disengaging the lifting beam several times. The valve shall be closed while the chamber is dewatered. Any leakage around the valve shall be cause for adjustment of the assembly until a tight seal is achieved. Any leakage through the valve shall be cause for adjustment of the actuator until a tight seal within the valve is achieved. The valve shall then be used to flood the chamber, through actuation by use of the lifting beam. Adjustments shall be made as required until operations are satisfactory. Under hydrostatic testing, the gate seals shall be sufficiently tight to prevent water leakage.

### PART 3 EXECUTION

#### 3.1. INSTALLATION

Installation shall conform with the requirements specified and in Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS. Actuator and appurtenant items shall be assembled for installation in accordance with the contract drawings, approved installation drawings, and shop match-markings. Bearing surfaces requiring lubrication shall be thoroughly cleaned and lubricated with an approved lubricant before assembly and installation. Components to be field welded shall be in correct alignment before welding is commenced.

##### 3.1.1. Rubber Seals

Gate leaf shall be completely assembled, including the attachment of all components and accessories, prior to being placed in the gate frame. All necessary precautions shall be taken to avoid distortion of the gate leaf and attached components during installation. Rubber seals shall be fastened securely to metal retainers. Before operating the gate, a suitable lubricant shall be applied to the rubber seal rubbing plates to protect the rubber.

##### 3.1.2. Painting

Exposed parts of the actuator and appurtenance components, except machined surfaces, corrosion-resistant surfaces, surfaces of anchorages embedded in concrete, and other specified surfaces, shall be painted with COE System 5-E-Z as specified in Section 09965 PAINTING: HYDRAULIC STRUCTURES. Shop assembled components shall be inspected prior to the painting operation as described in paragraph 2.4.1.

### 3.2. ACCEPTANCE TRIAL OPERATION AND TEST

After the assembly has been installed, the Contracting Officer will examine the complete system for final acceptance. Operation and test results shall be furnished to the Contracting Officer. The assembly will be examined first to determine whether or not the workmanship conforms to the specification requirements. The Contractor shall operate the actuator throughout its full sequence of operation for a sufficient number of times to demonstrate proper function. The actuator assembly, plunger striker plate (on the lifting beam), and other appurtenances will be inspected to assure proper operation. Required repairs or replacements to correct defects, as determined by the Contracting Officer, shall be made at no additional cost to the Government. The trial operation and testing shall be repeated after defects are corrected.

### 3.3. PROTECTION OF FINISHED WORK

Protection of finished work shall conform to the requirements of Section 05055 METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS.

END OF SECTION

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## SECTION 13110

### CATHODIC PROTECTION SYSTEM (SACRIFICIAL ANODE)

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 843 (1993; R 1998) Magnesium Alloy Anodes for Cathodic Protection

ASTM D 1248 (1998) Polyethylene Plastics Molding and Extrusion Materials

#### NACE INTERNATIONAL (NACE)

NACE RP0169 (1996) Control of External Corrosion on Underground or Submerged Metallic Piping Systems

NACE RP0188 (1999) Discontinuity (Holiday) Testing of Protective Coatings

NACE RP0190 (1995) External Protective Coatings for Joints, Fittings, and Valves on Metallic Underground or Submerged Pipelines and Piping Systems

#### NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA TC 2 (1998) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit (EPC-40 and EPC-80)

NEMA WC 5 (1992; Rev 2, 1996) Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

#### NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

##### 1.2 SUBMITTALS

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

## Shop Drawings

### Drawings; G

Six copies of detail drawings consisting of a complete list of equipment and material including manufacturer's descriptive and technical literature, catalog cuts, results of system design calculations including soil-resistivity, installation instructions and certified test data stating the maximum recommended anode current output density and the rate of gaseous production if any at that current density. Detail drawings shall contain complete wiring and schematic diagrams and any other details required to demonstrate that the system has been coordinated and will function properly as a unit.

### Contractor's Modifications; G

Six copies of detail drawings showing proposed changes in location, scope of performance indicating any variations from, additions to, or clarifications of contract drawings. The drawings shall show proposed changes in anode arrangement, anode size and number, anode materials and layout details, conduit size, wire size, mounting details, wiring diagram, method for electrically-isolating each pipe, and any other pertinent information to proper installation and performance of the system.

## Product Data

### Equipment; G

Within 30 days after receipt of notice to proceed, an itemized list of equipment and materials including item number, quantity, and manufacturer of each item. The list shall be accompanied by a description of procedures for each type of testing and adjustments, including testing of coating for thickness and holidays. Installation of materials and equipment shall not commence until this submittal is approved.

### Spare Parts; FIO

Spare parts data for each different item of material and equipment specified, after approval of detail drawings and not later than six (6) months prior to the date of beneficial occupancy. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and source of supply. One (1) spare anode of each type shall be furnished.

## Test Reports

### Tests and Measurements; G

Test reports in booklet form tabulating all field tests and measurements performed, upon completion and testing of the installed system and including close interval potential survey, casing and interference tests, final system test verifying protection, insulated joint and bond tests, and holiday coating test. A certified test report showing that the connecting method has passed a 120-day laboratory test without failure at the place of connection, wherein the anode is subjected to

maximum recommended current output while immersed in a three percent sodium chloride solution.

#### Contractor's Modifications; G

Final report regarding Contractor's modifications. The report shall include pipe-to-soil measurements throughout the affected area, indicating that the modifications improved the overall conditions, and current measurements for anodes. The following special materials and information are required: taping materials and conductors; zinc grounding cell, installation and testing procedures, and equipment; coating material; system design calculations for anode number, life, and parameters to achieve protective potential; backfill shield material and installation details showing waterproofing; bonding and waterproofing details; insulated resistance wire; exothermic weld equipment and material.

#### Certificates

##### Cathodic Protection System; FIO

Proof that the materials and equipment furnished under this section conform to the specified requirements contained in the referenced standards or publications. The label or listing by the specified agency will be acceptable evidence of such compliance.

##### Training Course; FIO

The proposed Training Course Curriculum (including topics and dates of discussion) indicating that all of the items contained in the operating and maintenance instructions, as well as demonstrations of routine maintenance operations, including testing procedures included in the maintenance instructions, are to be covered.

### 1.3 GENERAL REQUIREMENTS

The Contractor shall furnish and install a complete, operating, sacrificial anode cathodic protection system in complete compliance with NFPA 70, with all applicable Federal, State, and local regulations and with minimum requirements of this contract. In addition to the minimum requirements of these specifications. The services required include planning, installation, adjusting and testing of a cathodic protection system, using sacrificial anodes for cathodic protection of the penstock gates. The cathodic protection system shall include anodes and any other equipment required for a complete operating system providing the NACE criteria of protection as specified. Insulators are required whenever needed as indicated on the drawings.

#### 1.3.1 Contractor's Modifications

The specified system is based on a complete system with magnesium sacrificial anodes. The Contractor may modify the cathodic protection system after review of the project, site verification, and analysis, if the proposed modifications include the anodes specified and will provide better overall system performance. The modifications shall be fully described, shall be approved by the Contracting Officer's representative, and shall meet the following criteria.

The proposed system shall achieve a minimum pipe-to-soil potential of minus 850 millivolts with reference to a saturated copper-copper sulfate reference cell on the submerged gate or other metallic surface. The Contractor shall take resistivity measurements of the water. Based upon the measurements taken, the current and voltage shall be required to produce a minimum of minus 850 millivolts potential between the structure being tested and the reference cell. This potential shall be obtained over 95 percent of the metallic area. The anode system shall be designed for a life of fifteen (15) years of continuous operation.

### 1.3.2 Anode and Bond Wires

A minimum of 48 magnesium anodes with an unpackaged weight of 3 pounds each shall be provided with uniform spacing on the gates. For each cathodic system, the metallic components and structures to be protected shall be made electrically continuous. All tests shall be witnessed by the Contracting Officer.

### 1.3.3 Summary of Services Required

The scope of services shall include, but shall not be limited to, the following:

- a. Close-interval potential surveys.
- b. Cathodic Protection Systems.
- c. System testing.
- f. Training.
- i. Coating and holiday testing shall be submitted within 45 days of notice to proceed.

### 1.3.4 Drawings

Detailed drawings shall be provided showing location of anodes.

### 1.3.5 Electrical Potential Measurements

All potential tests shall be made at a minimum of 10 foot intervals witnessed by the Contracting Officer. Submittals shall identify test locations on separate drawing, showing all metal to be protected and all cathodic protection equipment. Test points equipment and protected metal shall be easily distinguished and identified.

### 1.3.6 Achievement of Criteria for Protection

The system provided shall achieve a minimum pipe-to-soil potential of minus 850 millivolt potentials with reference to a saturated copper-copper-sulfate reference cell on surfaces of the submerged gate. This potential should be obtained over 95 percent of the metallic area. Testing will be witnessed by the Contracting Officer. Additional anodes shall be provided by the Contractor if required to achieve the minus 850 millivolts. Although acceptance criteria of the cathodic protection systems are defined in NACE RP0169, for this project the potential of minus 850 millivolts is the only acceptable criteria.

## PART 2 PRODUCTS

### 2.1 MAGNESIUM ANODES

A minimum of 48 anodes shall be installed on the penstock gate system. See Paragraph METALLIC COMPONENTS AND TYPICALS for additional anodes under slab.

#### 2.1.1 Anode Composition

Anodes shall be of standard-potential magnesium alloy for aqueous environment. Magnesium anodes shall conform to ASTM B 80, alloy AZ63 and to the following analysis (in percents) otherwise indicated:

Aluminum, max.	5.0-7.0
Manganese, max.	0.15
Zinc	2.0-4.0
Silicon, max.	0.30 max
Copper, max.	0.10 max
Nickel, max.	0.003 max
Iron, Max.	0.003 max
Other impurities, max.	0.05 each or 0.3 max. total
Magnesium	Remainder

#### 2.1.2 Dimensions, Weights, and Coating

Anodes shall be circular with a diameter of 5 inches and a thickness of 2 inches and shall weigh 3 pounds each. A  $\frac{3}{4}$  inch pipe core shall be provided in the center for bolting to protected surfaces. The aqueous magnesium anodes shall be supplied with an insulating coating for controlling current output and direction.

### 2.2 Inspection and Repair of Coatings

Any damage to the protective covering during transit and handling shall be repaired before installation. All labor, materials, and equipment necessary for conducting the inspection shall be furnished by the Contractor. Shop-primed Ferrous surfaces shall be touched-up with ferrous metal primer. Surfaces that have not been shop-primed shall be solvent-cleaned. Surfaces that contain loose rust, loose mil scale, and other foreign substances shall be mechanically-cleaned by power wire-brushing and primed with ferrous metal primer. Primed surface shall be finished with two (2) coats of exterior oil paint and vinyl paint. Coating for each entire piping service shall be an approved pipe line wrapping having a minimum coating resistance of 50,000 Ohms per square foot.

## PART 3 EXECUTION

### 3.1 CRITERIA OF PROTECTION

Acceptance criteria for determining the adequacy of protection on a submerged penstock gate shall be in accordance with NACE RP0169 and as specified below.

### 3.1.1 Iron and Steel

The following method (a) shall be used for testing cathodic protection voltages. If more than one method is required, method (b) shall be used.

a. A negative voltage of at least minus 850 millivolts as measured between the submerged gate and a saturated copper-copper sulphate reference electrode connecting the earth (electrolyte) directly over the underground component. Determination of this voltage shall be made with the cathodic protection system in operation.

b. For any metallic component, a minimum of four (4) measurements shall be made using subparagraph (a), above, and achieving the potential of minus 850 millivolts. Two (2) measurements shall be made over the anodes and two (2) measurements shall be made at different locations near the component and farthest away from the anode.

## 3.2 ANODE STORAGE AND INSTALLATION

### 3.2.1 Anode Storage

Storage area for magnesium anodes will be designated by the Contracting Officer. If anodes are not stored in a building, tarps or similar protection should be used to protect anodes from inclement weather.

### 3.2.2 Anode Installation

Unless otherwise authorized, installation shall not proceed without the presence of the Contracting Officer. Anodes of the size specified shall be installed as indicated. Locations may be changed to clear obstructions with the approval of the Contracting Officer. Anodes shall be installed in sufficient number and of the required type, size, and spacing to obtain a uniform current distribution over the surface of the structure. The anode system shall be designed for a life of 15 years of continuous operation.

#### 3.2.2.1 Single Anodes

Single anodes, spaced as shown, shall be bolted to the penstock gates. The insulating coating shall be removed from the anode surface in contact with water and maintained for the anode surface in contact with the gate surface. Electrical connection shall be through the bolt securing the anode to the gate.

### 3.2.3 Installation Details

Details shall conform to the requirements of this specification. Details shown on the drawings are indicative of the general type of material required, and are not intended to restrict selection to material of any particular manufacturer.

## 3.3 TESTS AND MEASUREMENTS

### 3.3.1 Reference Electrode Potential Measurements

Upon completion of the installation and with the entire cathodic protection system in operation, electrode potential measurements shall be made using a copper-copper sulphate

reference electrode and a potentiometer-voltmeter, or a direct-current voltmeter having an internal resistance (sensitivity) of not less than 10 megohms per volt and a full scale of 10 volts.

### 3.3.2 Location of Measurements

#### 3.3.2.1 Penstock Gate

For coated piping or conduit, measurements shall be taken from the reference electrode located submerged within 18 inches of the gate. Connection to the gate shall be made by means suitable for test purposes. Gate-to-water potential measurements shall be made at intervals not exceeding 5 feet. Potentials shall be plotted versus distance and depth to an approved scale. Locations where potentials do not meet or exceed the criteria shall be identified and reported to the Contracting Officer's representative.

#### 3.3.2.2 Holiday Test

Any damage to the protective covering during transit and handling shall be repaired before installation. After field-coating and wrapping has been applied, the entire pipe shall be inspected by an electric holiday detector with impressed current in accordance with NACE RP0188 using a full-ring, spring-type coil electrode. The holiday detector shall be equipped with a bell, buzzer, or other type of audible signal which sounds when a holiday is detected. Holidays in the protective covering shall be repaired upon detection. Occasional checks of holiday detector potential will be made by the Contracting Officer to determine suitability of the detector. Labor, materials, and equipment necessary for conducting the inspection shall be furnished by the Contractor. The coating system shall be inspected for holes, voids, cracks, and other damage during installation.

#### 3.3.2.3 Recording Measurements

All gate-to-water potential measurements, including initial potentials where required, shall be recorded.

### 3.4 TRAINING COURSE

The Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training period shall consist of a total of 4 hours of normal working time and shall start after the system is functionally completed but prior to final acceptance tests. The field instructions shall consist of a demonstration of installing an anode including handling the insulating material. At least 14 days prior to date of proposed conduction of the training course, the training course curriculum shall be submitted for approval, along with the proposed training date.

### 3.5 CLEANUP

The Contractor shall be responsible for cleanup of the construction site. All paper bags, wire clippings, etc., shall be disposed of as directed. Paper bags, wire clippings and other waste shall not be put in bell holes or anodes excavation.

### 3.6 MISCELLANEOUS INSTALLATION AND TESTING

#### 3.6.1 Coatings

All aboveground pipeline shall be coated as indicated or as approved. The coating shall have a minimum thickness of 7 mil. The pipeline coating shall be in accordance with all applicable Federal, State, and local regulations.

### 3.7 SPARE PARTS

After approval of shop drawings, and not later than three (3) months prior to the date of beneficial occupancy, the Contractor shall furnish spare parts data for each different item of material and equipment specified. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and source of supply. The Contractor shall furnish a reference cell on a reel with 350 feet of conductor, along with other accessories, and a digital voltmeter that can be used in the maintenance of this cathodic protection system. Use of this equipment shall be demonstrated in actual tests during the training course, which shall include a description of the the equipment and measurement of the pipe-to-soil potential, rainfall, and gas company voltages.

### 3.8 SYSTEM TESTING

The Contractor shall submit a report including potential measurements taken at adequately-close intervals to establish that minus 850 millivolts potential is provided.

END OF SECTION



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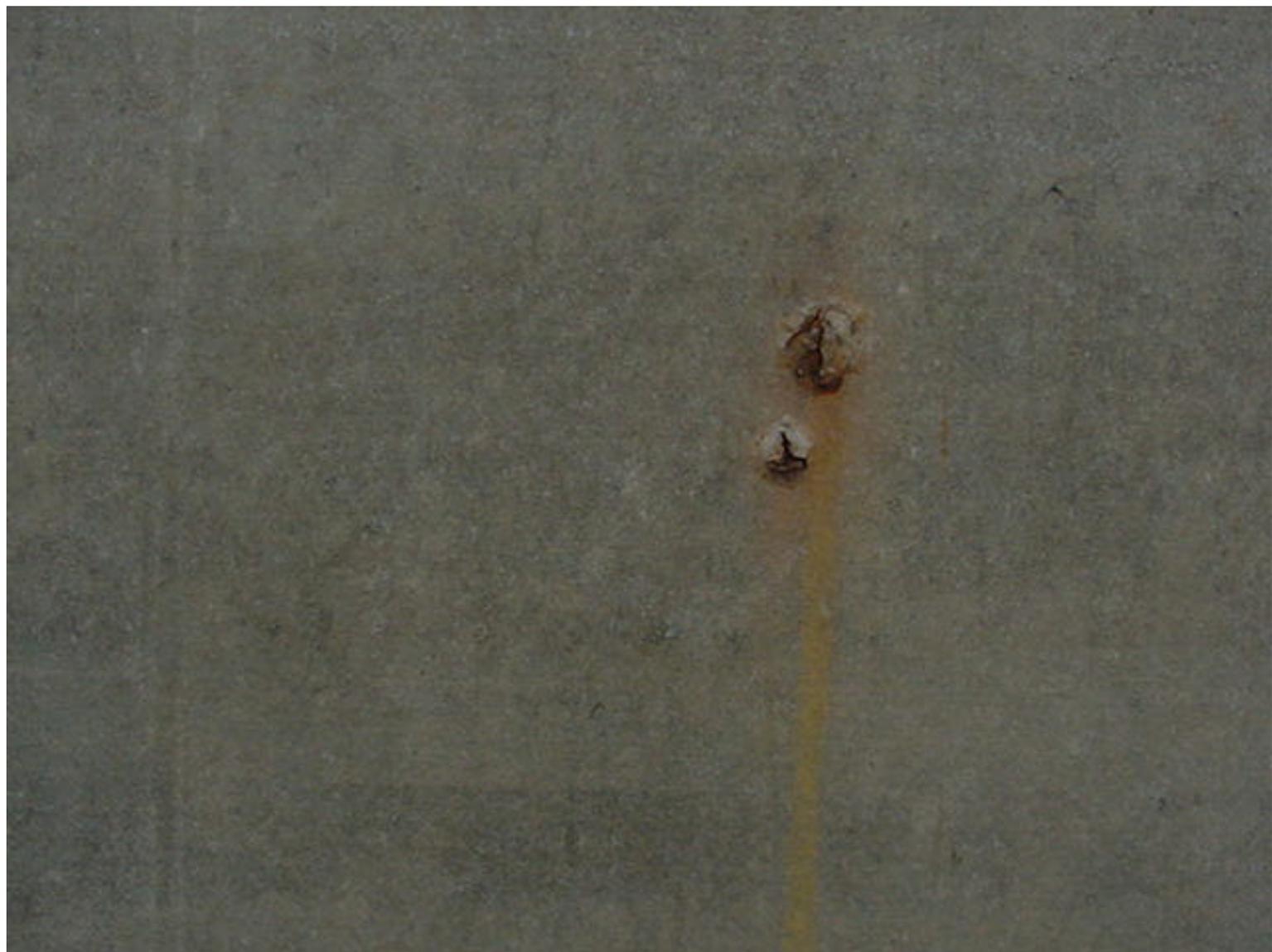
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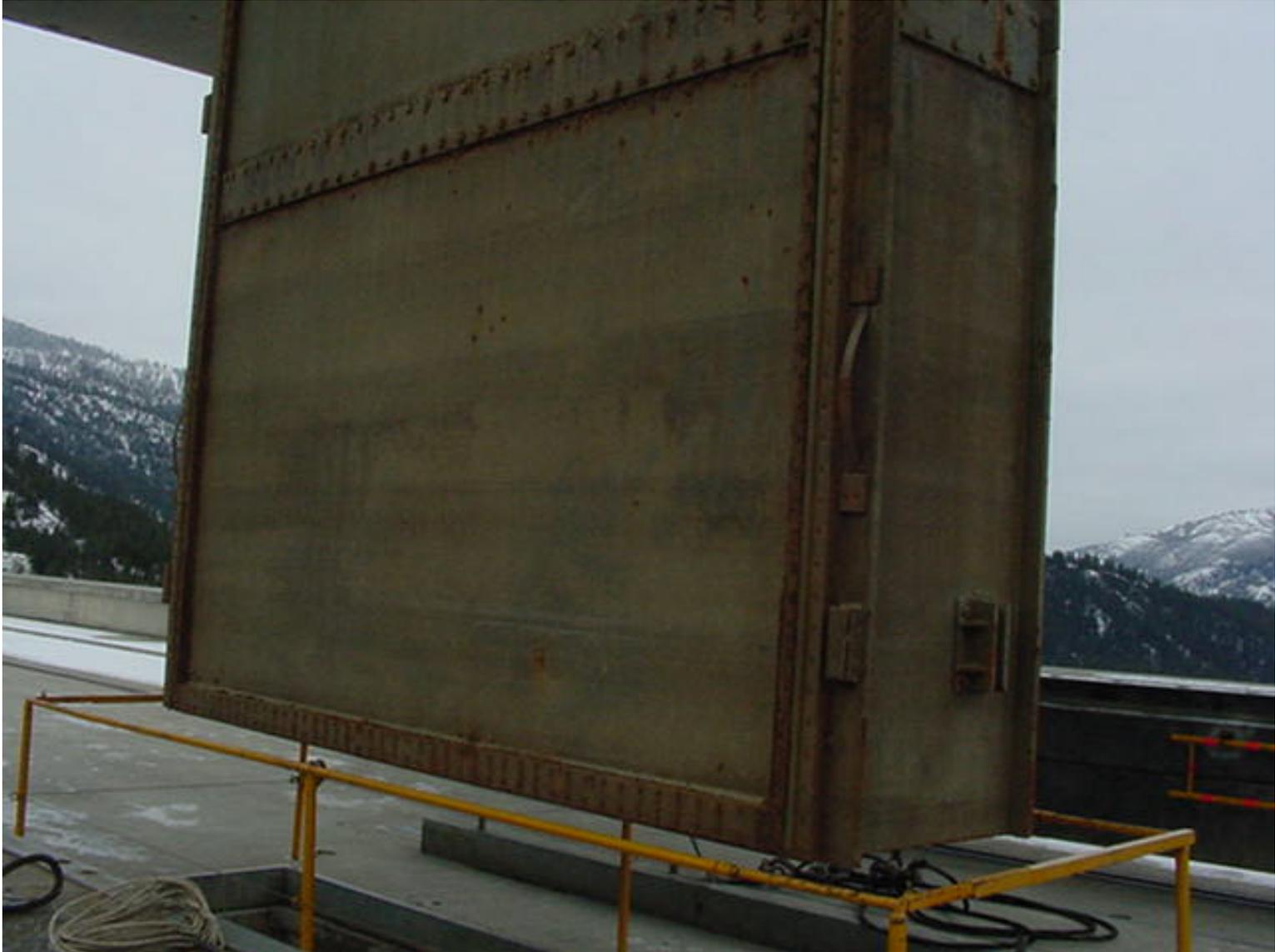
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