



RFQ No. DACW67-02-Q-0066

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: PAINT GENERATOR BAY**

**Location: ALBENI FALLS DAM, OLDTOWN, IDAHO**

**CONSTRUCTION SOLICITATION  
AND SPECIFICATIONS**

**Closing Date: 3 MAY 2002**  
**Closing Time: 11:00 AM LOCAL TIME**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Susan Newby, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Susan Newby, P.O. Box 3755, Seattle, WA 98124-3755.**

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF PAGES 100
1. REQUEST NO. DACW67-02-Q-0066	2. DATE ISSUED 23-Apr-2002	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-2107-6632	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) SUSAN F NEWBY 206-764-6780			7. DELIVERY <input checked="" type="checkbox"/> FOB [ ] OTHER DESTINATION (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) ALBENI FALLS PROJECT OFFICE 2376 HIGHWAY 2 EAST OLDTOWN ID 83822-9243  Phone: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 03-May-2002						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS No. (%)	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**AWARD SHALL BE ISSUED PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.****SITE VISIT: Wednesday, 24 April 2002, 11:00am PST. Contact Brandi Dennis-Pena at (206) 764-6757****BONDING REQUIREMENTS:**

FOR AWARDS GREATER THAN \$25,000.00, THE CONTRACTOR SHALL PROVIDE ONE OF THE FOLLOWING WITHIN TEN (10) DAYS OF THE AWARD:

- A. PAYMENT BOND WILL BE FOR 100% PERCENT OF THE TOTAL AWARD AMOUNT.
- B. IRREVOCABLE LETTER OF CREDIT FOR 100% OF THE TOTAL AWARD AMOUNT.

AWARD SHALL BE MADE TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WITH THE LOWEST OFFER.

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) THAT REQUIRES CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.THIS RULE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. NO CONTRACT AWARD WILL BE MADE TO AN UNREGISTERED CONTRACTOR. INTERNET ACCESS ALLOWS YOU TO REGISTER BY COMPLETING AN ELECTRONIC ON-LINE REGISTRATION APPLICATION FROM CCR HOMEPAGE AT <http://www.ccr.gov/>. FOR FURTHER ASSISTANCE IN COMPLETING YOUR ON-LINE REGISTRATION, CONTACT THE NEAREST PROCUREMENT TECHNICAL ASSISTANCE CENTER (PTAC) NEAR YOU (<http://www.rcacwv.com/ptac.htm>).CONTRACTOR MUST PROVIDE DUN AND BRADSTREET NUMBER: \_\_\_\_\_  
If contractor does not have DUNS number, contractor may register in CCR to retrieve a number, or you may call 888-333-0505.

CONTRACTOR MUST PROVIDE TAX IDENTIFICATION NUMBER: \_\_\_\_\_

**NOTE** Seattle District will accept Non-Facnet and Facnet responses. This Request for Quotations (RFQ) is considered for Emerging Small Business before considering Small Business Set-Aside Only; Large Business will not be considered (see applicable clause on Emerging Small Business)

Upon requesting a copy of the RFQ, the point of contact is:

SUSAN NEWBY, Contract Specialist  
 CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index.cfm>  
 (Click on Contract and Bid Information)  
 E-MAIL: [Susan.F.Newby@nws02.usace.army.mil](mailto:Susan.F.Newby@nws02.usace.army.mil)  
 TEL: (206) 764-6780  
 FAX: (206) 764-6817

Representations and Certifications contained herein must be completed by quoters and returned with offers. Markings of quote envelopes, to be submitted to this office, shall be plainly marked as follows:

QUOTE FOR: Paint Generator Bay  
 REQUEST FOR QUOTATION NUMBER DACW67-02-Q-0066  
 CLOSING DATE AND TIME: Friday, 3 May 2002, 11:00AM PST

If there are amendments that will follow, the Amendments will be accepted until the time and date of closing. Amendments must be acknowledged by signing the front page of the Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract.

Ensure that all pages that have been written and signed on are submitted to this office. Faxed quotes or phoned quotes shall be accepted before closing. Please fax to (206) 764-6817, Attention: Susan Newby. Questions/Concerns must be addressed to Susan Newby, referencing this RFQ Number: DACW67-02-Q-0066.

EDI contractors MUST request for the specifications and wage determination. Failure to do so will result in rejection of offers.

**GOVERNMENT RESERVES THE RIGHT TO AWARD TO CONTRACTORS NOT RESPONDING VIA FACNET.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GENERATOR BAY PAINTING FFP - Contractor shall provide all plant, labor, equipment and materials and perform all work in Cleaning, Preparation and Painting of Wall Surfaces in Generator Bay. See Statement of Work. PURCHASE REQUEST NUMBER W68MD9-2107-6632	1.00	Lump Sum		
				NET AMT	
0002	OPTIONAL ITEM 1 FFP - Contractor shall provide all plant, labor, equipment and materials and perform all work in Cleaning, Preparation and Painting of Ceiling Surfaces in Generator Bay. See Statement of Work. PURCHASE REQUEST NUMBER W68MD9-2107-6632	1.00	Lump Sum		
				NET AMT	
0003	OPTIONAL ITEM 2 FFP - Contractor shall provide all plant, labor, equipment and materials and perform all work in Cleaning, Preparation and Painting of Generator Enclosures and Associated Appurtenances in Generator Bay. See Statement of Work. PURCHASE REQUEST NUMBER W68MD9-2107-6632	1.00	Lump Sum		
				NET AMT	

SECTION C Descriptions and Specifications

**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
SEATTLE, WASHINGTON 98124-3755**

**S P E C I F I C A T I O N S**

**FOR**

**PAINT GENERATOR BAY**

**Albeni Falls Dam  
Oldtown, Idaho**

**Small Projects  
Seattle District  
Seattle, Washington**

**SECTION 01000****STATEMENT OF WORK  
PAINT GENERATOR BAY  
ALBENI FALLS DAM  
OLDTOWN, IDAHO****April 10, 2002**

DESCRIPTION OF WORK: The Contractor shall provide all plant, labor, equipment and materials and perform all work in strict accordance with contract specifications and this Statement of Work. The Contractor shall provide all plant, labor, and materials to remove paint coatings- as required; clean, prepare and paint surfaces within the generator bay. The base contract is for the surface area of the walls, between tile base and crane railing (approx 25,000 sf), with an option of the ceiling, (approx. 22,000 sf) and a separate option of the generator enclosures and accompanying appurtenances (approx. 80,000sf). Work is intended to provide overcoatings of existing paint. All references to generator enclosures, within this statement of work and contract, shall apply to the generator enclosures, exciter enclosure cages, piping, railing and associated appurtenances unless otherwise noted

Area Description: Project is located at Albeni Falls Dam, Oldtown, Idaho. Construction is to take place on the 3rd floor of the powerhouse in the generator bay. This work will require cleaning, preparation and painting of surfaces within the generator bay. The surface area awarded as the base bid item will be the walls within the bay. Surface area of the walls between the 8 foot tile base and below the crane railing (approx 25,000 sf). Two options that may be exercised as part of the contract at time of award are 1) the ceiling and 2) generator enclosures with appurtenances. Work involves surface preparation of areas which may have an underlying coating of lead based paint. These surfaces should not be disturbed in such a way as to release lead into the powerhouse environment. This work may require minimal removal of existing paint coatings.

Special care shall be taken in the following areas as detailed below:

All items are anticipated to have a coating of carbon dust as a result of the wear of the slip rings in the generators in addition to ordinary dirt or dust. As such, the Contractor shall ensure that the surfaces to be painted are free from all dirt and dust residue. Solution to be used for cleaning of surfaces shall be mild and non-abrasive. Spray application of paints will not be allowed in this project due to potential contamination of electrical and mechanical equipment. The Contractor shall ensure that the operation of the generators and all equipment in this area is not hampered either directly or indirectly by the Contractor's operations.

The elements of work to be accomplished at this location included in the Base Bid Item area as follows:

**BID ITEM 001****1. Cleaning, Preparation and Painting of Wall Surfaces in Generator Bay**

- 1.1. Cleaning of Wall Surface: The Contractor shall ensure that all areas intended for painting are cleaned with a mild, non-abrasive solution. The solution shall not cause peeling, chipping or deterioration of the existing paint surface.
- 1.2. Surface Preparation: The Contractor shall prepare the surface intended for painting as recommended by the paint manufacturer. Preparation shall not cause peeling, chipping or deterioration of the existing paint surface.
  - 1.2.1. Fill all manmade holes and cracks on the walls to provide a smooth and even surface for paint adherence. Caulking shall be in accordance with applicable specifications and the paint manufacturer's recommendations.
  - 1.2.2. All wall expansion joints shall be caulked prior to painting. Caulking shall be in accordance with applicable specifications and accept the paint coatings. Caulking material shall not cause the paint to sheet or decrease paint's performance.
    - 1.2.2.1. Caulking material shall perform as intended with the walls movement. The Contractor shall ensure that placement of the material is straight and shall not deviate outside of the existing joint. Material shall blend with the wall's surface and paint coatings shall adhere to its surface.

- 1.3. Painting: The Contractor shall paint in accordance with the applicable specifications and the types of paint as specified herein. Use of spray equipment will not be allowed due to negative impacts to electrical and mechanical equipment within the generator bay.
  - 1.3.1. Areas to be painted are the wall surface. Care shall be taken not to paint the tile base. Any paint remnants on the tile base or other surfaces shall be removed with the manufacturers recommended paint remover for the material.
  - 1.3.2. Type of paint used shall be a polyurethane enamel with hardener by Columbia Paint Coatings, Product number 04 400 WB or an approved equal.
  - 1.3.3. Colors shall be as specified by the authorized Corps of Engineers representative.

**OPTIONAL ITEM 001****2. Cleaning, Preparation and Painting of Ceiling Surfaces in Generator Bay**

- 2.1. Cleaning of Ceiling Surface: The Contractor shall ensure that all areas intended for painting are cleaned with a mild, non-abrasive solution. The solution shall not cause peeling, chipping or deterioration of the existing paint surface
- 2.2. Surface Preparation: The Contractor shall prepare the surface intended for painting as recommended by the paint manufacturer. Preparation shall not cause peeling, chipping or deterioration of the existing paint surface.
- 2.3. Painting: The Contractor shall paint in accordance with applicable specifications and the types of paint as specified herein. Use of spray equipment will not be allowed due to negative impacts to electrical and mechanical equipment within the generator bay.
  - 2.3.1. Type of paint used shall be a polyurethane enamel with hardener by Columbia Paint Coatings, Product number 04 400 WB or an approved equal.
  - 2.3.2. Colors shall be as specified by the authorized Corps of Engineers representative.

**OPTIONAL ITEM 002****3. Cleaning, Preparation and Painting of Generator Enclosures and Associated Appurtenances in Generator Bay**

- 3.1. Lead Based Paint: It is anticipated that the generator enclosures have an original factory coating of lead based paint. The Contractor shall do everything possible not to impact this original coat. If the Lead Based Paint is disturbed, the Contractor shall adhere to all state, local and federal regulations in dealing with this impact. The area impacted shall be contained to the smallest square area possible and repaired. Upon completion of repair - the area shall be cleaned, prepared and painted in accordance with this Statement of Work.
- 3.2. Cleaning of Generator Enclosures and Associated Equipment: The Contractor shall ensure that all areas intended for painting are cleaned with a mild, non-abrasive solution. The solution shall not cause peeling, chipping or deterioration of the existing paint surface
- 3.3. Surface Preparation: The Contractor shall prepare the surface intended for painting as recommended by the paint manufacturer. Preparation shall not cause peeling, chipping or deterioration of the existing paint surface.
  - 3.3.1. The exterior surface of each generator enclosure shall be prepared to ensure paint adhesion to pre-existing paint coatings.
  - 3.3.2. Preparation of the surface shall not impact any coatings other than the top layer.
- 3.4. Painting: The Contractor shall paint in accordance with applicable specifications and the types of paint as specified herein. Use of spray equipment will not be allowed due to negative impacts to electrical and mechanical equipment within the generator bay.

3.4.1. Type of paint used shall be a polyurethane enamel with hardener by Columbia Paint Coatings, Product number 04 400 or an approved equal.

3.4.2. Colors shall be as specified by the authorized Corps of Engineers representative.

4. Site Clean Up

4.1. All debris shall be removed from site.

4.2. During cleaning of surfaces the Contractor shall ensure that the work site is from excessive water and remains passable for facility users.

4.3. Any drip or adhesion onto surfaces shall be removed as soon as possible in order to ensure that more rigorous methods of removal are not required. Removal of the paint shall be in accordance with the manufacturer's recommendation for the type of paint and material. Care shall be taken not to adversely impact the color of the coating surface impacted.

5. PRE-SOLICITATION SITE VISIT, DRAWINGS AND SPECIFICATIONS

5.1. It is highly recommended that all solicitors attend the scheduled pre-solicitation site visit prior to bidding the contract to access the area and requirements of work.

5.2. Drawings: No drawings.

5.3. Specifications: This work is governed by the contract technical specifications.

01000	STATEMENT OF WORK
01025	PAYMENT
01061	ENVIRONMENTAL PROTECTION
01300	SUBMITTAL PROCEDURES
01400	CONTRACTOR QUALITY CONTROL
01700	AS-BUILTS, RECORDS, O&M MANUALS, AND WARRANTY OF CONSTRUCTION
02090	LEAD-BASED PAINT (LBP) ABATEMENT AND DISPOSAL
07920	JOINT SEALING
09900	PAINTING, GENERAL

6. CONSTRUCTION PHASING AND RESTRICTIONS: The following phasing and restriction related issues may affect the work.

6.1. Work Coordination:

6.1.1. Work schedule must be coordinated with the facility representative. Facility work hours are Monday to Thursday, 6:30 am to 5:00 pm.

6.1.2. The Contractor shall interface with facility occupants. The work shall be planned and accomplished so that there shall be a minimum of interference and inconvenience to the staff. Do not block any building driveways, access routes, or exits without prior coordination with and approval from the operating manager.

6.1.3. The Contractor shall attend a pre-work meeting presided by the Corps of Engineers (C.O.E.), Project Lead prior to commencing construction activities. The Contractor shall contact the C.O.E. Project Lead within 5-days of issuance of contract NTP to establish a date and time for the pre-work meeting. The contractor shall submit a construction schedule and a Work Plan (as described below) at that meeting for government approval unless the government has previously approved these items. The schedule shall be in sufficient detail to identify all aspects of the work including outages, and tie-ins to the electrical system. The schedule shall show project tasks with duration and start and finish times.

6.2. Construction Restrictions:

6.2.1. The Contractor shall adhere to the security requirements of this facility.

- 6.2.2. The Contractor will be required to work within the Limits of the Project Safe Clearance Procedures including lock-out or tag-out of equipment as necessary.
- 6.2.3. The Contractor shall observe all local, state, and federal regulations while performing this contract and all construction will meet or exceed applicable industry standards.
- 6.2.4. The Contractor will be responsible for obtaining any permits, approvals, or licenses required to perform the work.
- 6.2.5. U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1 shall be considered a part of this contract and will be enforced as such.

**7. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

- 7.1. The Government shall make available to the Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. The Contractor shall carefully conserve potable water furnished. The Contractor, at their 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.
- 7.2. Subject to available supply, the Government, without charge, shall make reasonable amounts of electric current available to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor at their 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.
- 7.3. The Contractor shall provide portable toilet facilities for the use of his personnel on site.
- 7.4. A staging area shall be provided for the contractor as directed by the COR.
- 7.5. Work shall be performed between the hours of 6:30 AM and 5:00 PM Monday through Friday unless an alternate work schedule is approved by the COR.
- 7.6. The Contractor is responsible for security of his own property and security of government property when construction activities affect existing security measures.

**8. SUBMITTALS:**

- 8.1. All items listed below or required per the contract specification shall be submitted for review or approval as indicated. Any proposal deviations to the design shall be submitted for approval prior to installation. ENG Form 4025 shall accompany all submittals.

<u>Source</u>	<u>Activity</u>	<u>Submittal</u>
SOW	Project Schedule (Government Approval prior to construction start).	Schedule/Bar Chart, Schedule of Values
SOW	Work Plan (Government Approval prior to construction start)	Hazard Analysis Identification of definable features of work Site specific safety plan Subcontractor List Methods of performance Quality Control Plan
09000	Painting, General	Manufacturer's data/cut sheets, manufacturer's system recommendations, detail drawings, samples

**9. CONTRACT COMPLETIONS REQUIREMENTS:**

- 9.1. The Contractor shall provide the items indicated below to the ACO prior to contract completion:

CONTRACT COMPLETION REQUIREMENT	YES	NO
As-builts		√
1354		√
Equipment-In-Place List		√
O & M Manuals		
Mechanical O & M		√

Electrical O & M		√
Other O&Ms - <i>Painted Surfaces</i>	√	

10. PERFORMANCE PERIOD:

10.1. The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and complete all work under the Base Bid Item of this contract, including final cleanup of the premises, within 45 calendar days after Notice to Proceed.

10.2. Any Optional Bid Items that will be included in this project shall be awarded within 10 days of the Notice To Proceed for the Base Bid Item. The Contractor shall be required to commence work on Optional Bid Items within 10 calendar days after the date the Contractor receives the notice to proceed for the Optional Bid Item. All options, if exercised, shall be completed not later than 90 days after Notice to Proceed for the Base Bid Item.

11. POINTS OF CONTACT:

11.1. Send all correspondence (including invoices and certified payrolls) to:

U.S. Army Corps of Engineers  
 Small Projects Office  
 ATTN: Nilo Bonifacio  
 PO Box 92146  
 Tillicum, WA 98429 - 0146

11.2. Project lead:

Brandi Dennis-Peña  
 (206) 764-6757 or (253) 966-4372

11.3. Quality Assurance Representative:

Marshall Fisher  
 (406) 541-4848 Office (406) 360-4593 Cell

SECTION 01025

PAYMENT

PART 1 General

1.1 GENERAL

The contract price for each item shall constitute full compensation for furnishing all labor, materials, tools, appurtenances, and incidentals and performing all operations necessary to perform the work in accordance with the specifications and drawings. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor to perform any of the work in accordance with the specifications, except as otherwise provided by items in the BID SCHEDULE; all costs thereof shall be considered as incidental to the work.

1.2 PAYMENT

1.2.1. Base Item No. 0001. Payment will be made at the contract lump sum price for, "Cleaning, Preparation and Painting of Wall Surfaces in Generator Bay", payment of which shall constitute full compensation for Item No. 0001, complete.

1.2.2. Optional Item No. 0001. Payment will be made at the contract lump sum price for, "Cleaning, Preparation and Painting of Ceiling Surfaces in Generator Bay", payment of which shall constitute full compensation for Item No. 0002, complete.

1.2.3. Optional Item No. 0002. Payment will be made at the contract lump sum price for, "Cleaning, Preparation and Painting of Generator Enclosures and Associated Appurtenances in Generator Bay", payment of which shall constitute full compensation for Item No. 0003, complete.

1.2.4. The Contractor shall include with each pay request a certified payroll of company employees who have worked on the project during the period for which the Contractor is requesting pay.

1.2.5. The Contractor shall include with each pay request a list of subcontractors who have worked on the project during the period for which the Contractor is requesting pay.

1.2.6. Invoices and certified payrolls shall be submitted to: U.S. Army Corps of Engineers, Small Projects Office, ATTN: Nilo Bonifacio, P.O. Box 92146, Tillicum, WA 98429 - 0146.

END OF SECTION

## SECTION 01061

## ENVIRONMENTAL PROTECTION

## 1. GENERAL

1.1 SCOPE: This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land.

## 1.2 ABBREVIATIONS AND ACRONYMS:

AUL	Authorized Use List
BL	Ban List
BMP	Best Management Practice
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
DOT	Department of Transportation
ECO	Environmental Compliance Officer
ENRD	Environmental and Natural Resources Division
EPA	Environmental Protection Agency
FM	Facilities Manager
HM	Hazardous Material
HMTA	Hazardous Materials Transportation Act
HW	Hazardous Waste
HWT	Hazardous Waste Technician
HWMS	Hazardous Waste Management Section

MSDS	Material Safety Data Sheets
NFPA	National Fire Protection Association
NOI	Notice of Intent
OSHA	Occupational Safety and Health Act
PCB	Polychlorinated Biphenyls
PPE	Personnel Protective Equipment
PSAPCA	Puget Sound Air Pollution Control Agency
SPCCP	Spill Prevention, Control and Countermeasures Plan
WAC	Washington Administrative Code
WISHA	Washington Industrial Safety and Health Act

1.3 PROTECTION OF ENVIRONMENTAL RESOURCES: The environmental resources within the project boundaries and those affected outside the limits of 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.

1.4 LAWS AND REGULATIONS: The Contractor shall comply with all Federal, State, and Local environmental laws and regulations. "Environmental Protection and Enhancement". These specifications

## 2. MANAGEMENT OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE

### 2.1 GENERAL:

#### 2.1.1 Definitions:

2.1.1.1 Hazardous material (HM): A useful product that requires special management because it has hazardous characteristics (ignitability, corrosively, reactivity, or toxicity) that could pose dangers to human health or the environment. A HM becomes a Hazardous Waste when it can no longer be used for its intended purpose.

2.1.1.2 Hazardous waste (HW): A discarded material with properties that could pose dangers to human health or the environment. A HW either exhibits a hazardous characteristic (ignitability, corrosively, reactivity, or toxicity) or is specifically listed as a HW by the EPA or by the State.

2.1.1.3 Material Safety Data Sheet (MSDS): A document containing information that manufacturers are required by law to provide on all products they manufacture and sell. The MSDS is useful in evaluating the product to determine if it has hazardous constituents and the type of medical treatment in case of an accident.

## 2.2 HAZARDOUS MATERIALS:

2.2.1 Notification: Provide an initial inventory and MSDS copies to the Army Corps of Engineers Quality Assurance Inspector of the type, storage location, and quantity stored of all HM to be used in executing the contract.

2.2.2 Storage Facilities: Facilities shall meet all fire code requirements and provide adequate ventilation, containment, and protection from the elements. Provide warning signs, limit access to the facility, and lock it when it is unattended. Only HM shall be stored in the facility.

2.2.3 Storage and Use: Store HM according to product labels and MSDS requirements. Non-compatible materials shall not be stored together. All containers shall be properly labeled as to contents and in good condition with tight fitting lids. Unopened containers shall be segregated from opened containers. Personal protective equipment(PPE) required by the MSDS or product label shall be available and worn by all personnel who handle the product.

### 2.2.4 Inspections, Record Keeping and Reporting:

2.2.4.1 A current inventory of the HM storage facility shall be maintained on site and a copy forwarded to Army Corps of Engineers Quality Assurance Inspector monthly using the Hazardous Material Inventory form.

2.2.4.2 A current MSDS for each product used or stored must be present and on file.

2.2.5 Deleted.

## 4. DISPOSAL OF SOLID WASTE.

4.1 General: Except as expressly noted below, the Contractor shall be responsible for the disposal off site of all refuse generated in the course of performance of this contract, to include containers, transport, handling, and dumping fees. All solid wastes shall be placed in containers which are emptied on a regular schedule. The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. No burning of refuse is allowed. All vehicle loads of waste being transported shall be adequately secured to prevent spillage.

4.2 Disposal of Hazardous Waste: Hazardous waste shall be disposed of in accordance with all Federal, State, and local regulations

5. 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.

5.2 Restoration of Landscape Damage: All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored by the Contractor to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. All vegetation that was removed or damaged consisting of native species shall be replaced with native species. If the area had been previously landscaped with non-native species then similar plants shall be used for replacement. Landscaping shall be maintained for a minimum of 60 days after planting, to include irrigation.

5.2.1 Tree Protection: Care shall be exercised by the Contractor when excavating trenches in the vicinity of trees. Where roots are two inches in diameter or greater, the trench shall be excavated by hand or tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than two inches in diameter shall have the sides hand trimmed, making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

5.2.2 Plant Replacement: Trees shall be replaced in kind with a minimum 4-inch caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer. All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

5.2.3 Grass: Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to industry standards.

6. PROTECTION OF WATER RESOURCES: The Contractor shall take all precautions necessary to prevent the introduction of pollutants, either directly or indirectly (non-point sources) to the surface waters of the State. Pollutants may be carried to receiving waters in stormwater runoff from such sources as lawn maintenance products, sediment from construction activities, oil and grease from motor vehicles and equipment, stockpiles, refuse, etc.

6.1 The Contractor shall utilize Best Management Practices (BMPs) to minimize pollution from construction run-off. Examples include silt fences, straw bales, geotextiles, etc. Appropriate erosion control BMPs shall be used when the potential for significant erosion exists. T

6.2 The Contractor shall observe all prescribed setbacks from streams and wetlands as specified in FL REG 200-1.

6.3 Deleted.

6.4 Construction Stormwater Permit: The Contractor shall coordinate with the ACO to determine whether the contractor shall file a Notice of Intent with the EPA for coverage under the EPA's general permit for storm water discharges from construction activities. If required, a copy of the NOI shall be submitted to ACO. The Contractor shall be responsible for compliance with the terms of the permit, including the development of a storm water pollution prevention plan. Any other restrictions which may be appropriate, such as work only authorized during certain months due to fish runs shall be indicated on the applicable Delivery Order.

7. PROTECTION OF AIR RESOURCES: 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.

7.1 Burning Natural Vegetation: No burning is allowed.

7.2 Notice of Construction Permits: For work within the Puget Sound Air Pollution Control Agency's region, the Contractor shall be responsible for obtaining any necessary Puget Sound Air Pollution Control Agency "Notice of Construction" permits for the construction/installation of new air emission sources under this project. For work outside the Puget Sound Air Pollution Control Agency's

region, the contractor shall follow the regulations for the local Air Pollution Authority. The Contractor is responsible for the associated fees.

7.2.1 Deleted.

7.2.2 The Best Available Control Technology as determined by the regulatory authority shall be utilized on all air pollution sources. The Contracting Officer shall be notified for resolution if this requires a change in the design.

7.2.3 The Contractor is responsible for assuring all the standards/limits included in the Order of Approval to the Notice of Construction and Application for Approval are implemented or met. This includes developing an Operations and Maintenance plan to assure compliance with all environmental requirements and any testing of the air pollution source, the control equipment, or the monitoring equipment required by the Order of Approval or other regulatory requirement (this may be a supplement to any O&M manuals required elsewhere in the technical specifications).

7.2.4 The Contractor is responsible for submitting the Notice of Completion when the construction/installation is complete in accordance with PSAPCA Regulation I Section 6.09(a). The Contractor shall follow the regulations of the local Air Pollution Authority for work outside the PSAPCA region.

**8. PRESERVATION OF HISTORICAL, CULTURAL, AND ARCHEOLOGICAL RESOURCES:** If, during construction activities, the Contractor observes items that might have historical or archeological significance, the Contractor shall immediately contact the Contracting Officer and shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

**9. PROTECTION OF FISH AND WILDLIFE:** The Contractor shall conduct its operations in a manner that will minimize impacts on surrounding fish and wildlife. If, during construction activities, the Contractor observes any Federal or State protected species, the Contractor shall immediately contact the Contracting Officer and cease all activities at the site.

**10. EXCAVATING NEAR EXISTING VEGETATION:** Care shall be exercised by the Contractor when excavating trenches in the vicinity of the trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled so as not to harm the roots. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 2 inches in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap.

END OF SECTION

SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

## 1.1 SUBMITTAL CLASSIFICATION/IDENTIFICATION

Throughout these specifications submittals may be identified with the prefix "SD" followed by a number. This number and prefix are for book keeping and record sorting in the system. The SD stands for submittal data and the number is a category, i.e. data, drawings, reports, etc. The submittal register shows either the title of the item being submitted or the number and title of the item being submitted. These numbers, if used may be different in different sections of these specifications for items with the same title. Costs for providing submittals are included in the contractor's coefficient and will not be priced separately.

1.1.1 SD-01 Data: Submittals which provide calculations, descriptions, or documentation regarding the work.

1.1.2 SD-04 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.

1.1.3 SD-06 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.

1.1.4 SD-07 Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

1.1.5 SD-08 Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

1.1.6 SD-09 Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

1.1.7 SD-13 Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

1.1.8 SD-14 Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

1.1.9 SD-18 Records: Documentation to record compliance with technical or administrative requirements.

1.1.10 SD-19 Operation and Maintenance Manuals: Data which forms a part of an operation and maintenance manual.

1.1.11 Submittal Classification: Submittals are classified as follows:

#### 1.1.11.1 Government Approved

Government (Contracting Officer) approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

#### 1.1.11.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

### 1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

### 1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

### 1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall submit all items specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC)

representative and each item of the submittal shall be stamped, signed, and dated and each respective transmittal form (ENG Form 4025) shall be signed, and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all transmittals regardless of classification (Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

### 3.1.1 Submittals shall be submitted to the following address:

USAED, Seattle  
Fort Lewis Area Office  
P.O. Box 92146  
Tillicum, WA 98492-0146  
ATTN: Nilo Bonifacio

### 3.2 SUBMITTAL REGISTER (ENG Form 4288)

3.2.1 The contractor shall submit one set of ENG Forms 4288 listing each item of equipment and material for which submittals are required by the Special Clauses and the Technical Specifications Divisions 1 through 16. The Contractor shall complete columns "a," "b," and "q" thru "v" and return 5 completed copies to the Contracting Officer for approval within 10 calendar days after contract award. Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. As an example, a general category in the listing for Specification 15400 would be "Fixtures" which the Contractor may want to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." The item numbers in column "b" are to be assigned sequentially starting with "1" for each specification section.

The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register, Contractors schedule dates (columns q, r, and s), and the progress schedules shall be coordinated.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed on the register for submittal review and approval. No delays damages or time extensions will be allowed for time lost in late submittals. Contractor shall follow up on any submittal requiring Government approval to insure Government has received and is processing.

### 3.4 TRANSMITTAL FORM (ENG Form 4025)

The transmittal form (ENG Form 4025), sample attached at end of this section, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item

submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

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

To provide a cross-reference between the submittals of ENG FORM 4288 and the transmittal form ENG FORM 4025 the Contractor shall record the "transmittal numbers" assigned when submitting materials in the "REMARKS" column of the ENG FORM 4288. DO NOT preassign transmittal numbers when preparing the submittal register. Transmittal numbers shall be assigned as follows:

Contract submittals shall be sequentially beginning with number 0001 as follows: 0000/transmittal number.

Additional instructions are on the reverse side of the transmittal form (ENG FORM 4025).

### 3.6 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.6.1 General

Shop drawings and ENG Form 4025 (sample attached at end of this section) shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals." ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Blank ENG Form 4025's will be furnished by the Contracting Officer upon request. 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 ENG Forms 4025 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

#### 3.6.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. are specially identified in the Submittal Register (ENG FORM 4288) for Government approval,
- or
- b. are extensions of design
- c. depict deviation from the contract (such as an "or equal" decision).
- d. represent critical materials, or
- e. involve equipment that must be checked for compatibility with an entire system.

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Contractor shall not use action codes A, B, C, or E to indicate his review action; these codes are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph CONTRACTOR APPROVAL STAMP. Names and titles of individuals authorized by Contractor to approve shop drawings shall be submitted to Contracting Officer with submittal of ENG Form 4288, see paragraph SUBMITTALS of the SPECIAL CLAUSES. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

### 3.6.3 Deviations

For submittals which include proposed deviations (variations) requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked AND FIVE COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6.4 Certification: The contractor is responsible for, and shall certify that the submittals comply with contract requirements.

### 3.6.5 Drawings

Each drawing shall be 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. Title block shall contain subcontractor's or fabricator's name, Contract number, description of item(s), bid item number, and a revision block. Contractor shall submit the required number of prints of any type, except blueprints. 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. Contractor shall insure 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.

### 3.6.6 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- 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.

### 3.6.7 Changes To Previous Submittals

It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor shall annotate the transmittal block of the Eng Form 4025 as "Change to previous transmittal number \_\_\_", and forward the submittal for Government Approval.

### 3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See SECTION:01400 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing. If testing is to be accomplished by the Contractor the requirements of the same section shall apply.

### 3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be handled in accordance with PARAGRAPH: SUBMITTAL PROCEDURE above.

### 3.9 FIELD TEST REPORTS

Routine daily tests such as soil density, concrete deliveries, routine pressure testing shall be delivered to the Contracting Officer with the daily Quality Control reports. See SECTION: 01400 CONTRACTOR QUALITY CONTROL for daily Quality Control Reports.

### 3.10 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."

#### 3.11 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and date. Three copies of the submittal will be retained by the Contracting Officer and 2 (two) copies of the submittal will be returned to the Contractor.

##### 3.11.1 Processing of Government Approved Submittals

Five copies of all submittals requiring Government approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. 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 prints, or two copies of catalog and other printed data, will be returned to the Contractor.
- 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 returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted (Action Code "A") submittals.
- 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 returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.

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. Distribution will be the same as for "Approved Except as Noted (Action Code "C")" submittals.

e. Resubmittal will not be required for shop drawings stamped "Approved as Submitted (Action Code "A") or "Approved Except as Noted (Action Code "B")" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted (Action Code "C") or "Disapproved (Action Code "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 reference the submittal number of the original rejected submittal. Government costs incurred after the first resubmittal will be charged to the Contractor.

3.12 INFORMATION ONLY SUBMITTALS (SUBMIT 2 COPIES)

Normally submittals for information only will not be returned. Approval of the Government is not required on information only 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. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office 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.

3.12.1 Processing of Information Only Submittals

Two copies of all shop drawings submitted for information only shall be submitted prior to delivery of the material or equipment to the jobsite. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the Contractor approved submittals. An asterisk shall be placed in column h and the words "Contractor approved - information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. In the event the Contractor requests evidence of Government receipt of submittals, an additional completed ENG form 4025 shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received.

3.13 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 NO. _____	

TRANSMITTAL NO.	_____
ITEM NO.	_____
SPECIFICATION SECTION	_____
PARAGRAPH NO.	_____
APPROVED: YES	___ NO _____
APPROVED WITH	_____
CORRECTIONS AS NOTED	_____
ON SUBMITTAL	_____
DATA	_____
ON ATTACHED COMMENT	_____
SHEET	_____
SIGNATURE:	_____
TITLE:	_____ DATE _____

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE 3-INCHES X 3-INCHES

### 3.14 TRANSMITTAL CHECK LIST

The following check list is intended to aid in the preparation of form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- (1) Use originals of the ENG FORM 4025. DO NOT use photocopies.
- (2) DO NOT submit multiple 5 digit specification sections on one ENG FORM 4025.
- (3) Transmittal # 1 shall be the Submittal Register (ENG FORM 4288). Subsequent submittals shall be numbered sequentially as submitted except for resubmittals. Resubmittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 resubmittal would be number 2A, etc.
- (4) Government Approval; Submit 5 copies of enclosures, each with ENG FORM 4025's attached. Information only; Submit 2 copies of enclosures, each with ENG FORM 4025's attached and 1 additional copy (optional) of the ENG FORM 4025.
- (5) Break the submittal into items which can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG FORM 4025's.
- (6) Item numbers must be written on the enclosures and the ENG FORM 4025(column A)
- (7) Only ONE copy (of 5 or 2) should be collated by items into a booklet form.
- (8) Each item of an enclosure shall be "approval stamped" by the Contractor.
- (9) Enter the specification technical paragraph for each Item in column "e" on the ENG FORM 4025.
- (10) Identify the contract drawing number that applies, if applicable in column "f" on ENG FORM 4025.
- (11) Variations shall be identified in column "g" on ENG FORM 4025 and justified in the Remarks Block and 5 copies submitted for Government Approval.
- (12) Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- (13) Allow a minimum 30 days for submittals requiring Government Approval. Justify exceptions for shorter periods.
- (14) SIGN the ENG FORM 4025.

NOTES TO SUBMITTAL REGISTER  
(ENG FORM 4288)

1. The Submittal Register shall be completed and submitted to the Contracting Officer in accordance with SPECIAL CLAUSE, "SUBMITTALS." The FORM 4025 used to transmit the Submittal Register should be Transmittal No. 1.
2. In the event the Technical review responsibility (CLASSIFICATION column) for any item identified in the attached Submittal Register conflicts with the responsibility as shown in the respective technical specification the Submittal Register shall govern.
3. Notwithstanding the Submittal Register attached to the end of this section, all items to be submitted may not be listed on the register or additional items may be required which, in every case, shall be added to the Submittal Register by the Contractor.
4. All additional submittals which are required to be added to the Submittal Register shall be provided at no additional cost to the Government.
5. Blank ENG FORM 4288's and FORM 4025's will be furnished by the Contracting Officer.

SECTION 01700

AS-BUILT RECORDS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

1. AS-BUILT FIELD DATA:

1.1 General: The contractor shall keep at the construction site a complete set of full size blueline prints or drawings/sketches as provided with the contract, 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:

1.1.1 The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

1.1.2 The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

1.1.3 Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

1.1.4 Correct elevations if changes were made in site grading from the contract plans.

1.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

1.1.6 The topography and grades of all drainage installed or affected as part of the project construction.

1.1.7 All changes or modifications from the original design and from the final inspection.

1.1.8 Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The options not used shall be deleted.

1.1.9 These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. 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 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.

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 as part of the 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.

1.3 As-Built Drawings: These drawings shall be provided at the same standard and quality as the drawings provided with the associated delivery order and shall incorporate all As-Built Field Data. For example: If the delivery order drawings are sketches the as-built drawings shall be sketches. If the delivery order drawings are half-size blue lines, the as-built drawings shall be half-size blue lines. Similarly for all other quality of delivery order drawings.

1.3.1 As-Built Contract Original Record Tracings:

1.3.1.1 Approved preliminary as-built drawings will be returned to the Contractor along with one set of the contract drawing original record tracings. 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. When providing As-Built on original record tracing mylars, the work shall be performed by Certified Engineering Technicians and/or individuals with a minimum of 5 years drafting experience.

1.3.1.2 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, lettering, and symbols. Plastic drafting leads

or 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.

1.3.1.3 The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the Contracting Officer within 15 calendar days after the final inspection. The Contracting Officer will review all final as-built record drawings for accuracy and conformance to the drafting standards. 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 Contracting Officer within 7 calendar days of receipt.

1.3.1.4 All costs incurred by the Contractor in the preparation and furnishing of as-built drawings shall be included in the Contractor's bid 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.

## 2. 1354 CHECKLIST

The Contractor shall submit for approval, at the completion of construction, the DD Form 1354 CHECKLIST, Transfer of Real Property. This list shall be updated and kept current throughout 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. A sample form 1354 CHECKLIST showing minimum data required for the list can be provided upon request by the Contracting Officer.

## 3. WARRANTY OF CONSTRUCTION:

3.1 In addition to any other warranties in this contract, the Contractor warrants 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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 provide to the Government the name and telephone number of the point of contact relative to warranty issues at the time of facility acceptance.

3.6 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.

3.7 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 and provide written documentation of those warranties to the Contracting Officer;
- 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.

3.8 In the event the Contractor's warranty under paragraph 3.2 of this section has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.9 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.

3.10 This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.11 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker on Contractor-installed equipment. 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. Manufacturer.

#### 4. Operation and Maintenance Manuals:

4.1 General: The Contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under this contract, including all Contractor furnished and installed equipment, systems and materials. Included herein are requirements for compiling and submitting the O&M data.

O & M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical; Electrical; Fire Protection and Detection, Security; and Architectural/General. O & M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required (see paragraph Binders).

4.1.1 O&M manuals shall be prepared for each individual facility of multi-facility projects.

4.1.2 Four complete bound copies of the final O&M data as approved shall be required.

4.2 O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the Contractor shall submit and receive Contracting Officer approval on one complete system prior to submissions for remaining systems.

4.2.1 The Contracting Officer will require 20 calendar days for review of submitted O&M manual(s) or data.

4.2.2 O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the Contracting Officer to hold or adjust the retained percentage in accordance with Contract Clause, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training and/or acceptance testing, the final O & M data must be approved by the Contracting Officer prior to the scheduling to the training and/or testing.

#### 4.3 Binders:

4.3.1 Construction and Assembly: Manuals shall be 3 ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals. The manuals shall be hardback covered, cleanable, plastic, not over three (3) inches thick and designed for 8-1/2 x 11 inch paper.

4.3.2 Marking: Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), CONTRACT TITLE, LOCATION, AND SYSTEM (Mechanical, Electrical, etc.).

Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

4.3.3 Color: Color of binder and markings shall be the option of the Contractor except that; (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular delivery order.

4.4 Content: The O&M manuals shall be structured to address each of the following topics.

Warning Page: A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

Index: Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures listing each volume, tab numbers, etc., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed fly leaf sheets shall be provided for each separate product, equipment or system in the manual. All pages shall be numbered with the referenced number included in the index.

4.4.1 Warranties: In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The O&M manuals shall also include a specific warranty section itemizing all standard and extended warranty items. The warranty list shall contain the information indicated below. Warranties will not begin until the facility is accepted by the Government. Copy of warranty shall be included in the manual.

## WARRANTY INFORMATION

Project Title

Contract Number

General Contractor's Name, Phone Number

ITEM DESCRIPTION START DATE END DATE O & M REFERENCE LOCATION

(in alphabetical order)

Descriptive Name,  
 Manufacturer's/ Warrantor's  
 Name, Address & Phone No.

4.4.2 Utility systems shall cover the items required by the specific specification section.

4.4.3 Architectural/General O&M Data shall include the following:

4.4.3.1 Building Products, Applied Materials, and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Provide information for reordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

4.4.3.2 Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

4.4.3.3 Additional Requirements: As specified in individual specifications sections.

4.4.4 Data Identification: Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all nonpertinent data.

4.4.5 Drawings: All drawings in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual. All drawings shall be of microfilm quality.

4.4.6 Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by the TECHNICAL SPECIFICATIONS sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted prior to requesting the final inspection.

4.4.7 Framed Instructions: Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting and shall be posted at locations designated

by the Contracting Officer. All framed instructions shall be posted prior to requesting the final inspection.

END OF SECTION

SECTION 02090

LEAD-BASED PAINT (LBP) ABATEMENT AND DISPOSAL

PART 1 GENERAL

1.1 REFERENCES

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

CODE OF FEDERAL REGULATIONS (CFR)

- 29 CFR 1910 .....Occupational Safety and Health Standards
- 29 CFR 1926 .....Safety and Health Regulations for Construction
- 40 CFR 260 .....Hazardous Waste Management System: General
- 40 CFR 261 .....Identification and Listing of Hazardous Waste
- 40 CFR 262 .....Standards Applicable to Generators of Hazardous Waste
- 40 CFR 263 .....Standards Applicable to Transporters of Hazardous Waste
- 40 CFR 264 .....Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR 265 .....Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR 268 .....Land Disposal Restrictions
- 49 CFR 172 .....Hazardous Material Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

- HUD 0005646 ....(1990; Rev May 1991) Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing

ENGINEERING MANUALS (EM)

- EM 385-1-1 .....(1992) U.S. Army Corps of Engineers Safety and Health Requirements Manual

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 .....(1989) Methods of Fire Test for Flame-Resistant Textiles and Films

NATIONAL INSTITUTE FOR OCCUPATIONAL  
SAFETY AND HEALTH (NIOSH)

NIOSH OSHA ....Lead in Construction  
Booklet 3142

UNDERWRITERS LABORATORIES (UL)

UL 586 .. .....(1990) High-Efficiency, Particulate, Air Filter Units

WASHINGTON ADMINISTRATIVE CODE (WAC)

WAC 296-155-173Lead, 12 Dec 93

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL DESCRIPTIONS and as required/indicated for each Delivery Order:

SD-01 Data

Equipment List; GA.

A list of equipment items to be used in the work, including brand names, model, capacity, performance characteristics, quantities and other pertinent information.

SD-08 Statements

Lead-Based Paint (LBP) Inventory; GA.

A space-by-space inspection of the area to be abated per the Delivery Order shall be conducted with the Contracting Officer. A written inventory shall be prepared that identifies the LBP containing surfaces. In the case of Family Housing units on Fort Lewis, the Asbestos and LBP Survey Report on Family Housing Units will be the basis of the inventory. Areas and materials identified as containing LBP shall be treated unless the Contractor provides analytical evidence stating that the materials are not contaminated with LBP. If the inventory identifies additional LBP contamination, the Contractor shall make an amendment to the inventory. Costs of sampling and analysis to verify or add to the Contractor's LBP Inventory shall be borne by the Contractor and approved by the Contracting Officer in advance.

Lead-Based Paint (LBP) Management Plan; GA.

The Contractor shall review the Asbestos and LBP Survey Report on Family Housing Units as applicable, or review the specified abatement work tasks and abatement methods and shall prepare a

detailed LBP Management Plan that identifies the work procedures, health, and safety measures to be used in LBP abatement. The plan shall address the various sources of lead and the methods to be undertaken to abate the lead hazards to include the following key elements:

- ..... a. Location of LBP containing components keyed to project drawings.
- . b. Abatement methods for each LBP containing component.
- . c. Means for notifying occupants of proposed work schedules.
- . d. Training requirements as required by Federal, state, and local regulations.
- . e. Unique problems associated with the LBP abatement project.
- .. f. Sketch of LBP control areas and decontamination areas.
- . g. Eating, drinking, smoking, and rest room procedures.
- . h. Sequencing of LBP related work.
- .. i. Personnel protective equipment; respiratory protection program and controls.
- .. j. Engineering controls, containment structures and safety measures.
- . k. Worker exposure assessment procedures.
- .. l. Work Practice controls.
- m. Housekeeping.
- . n. Hygiene facilities and practice.
- . o. Medical surveillance, including medical removal protection.
- . p. Sampling, testing and analytical methods to include personal air sampling requirements of 29 CFR 1926 Section.62 and when specified or where required, environmental air sampling, dust wipe sampling (preabatement, during abatement, post abatement), soil sampling (preabatement, post abatement, final clearance), toxicity characteristic leaching procedure (TCLP) of the waste material in accordance with 40 CFR 261. Procedures must include frequency, locations, and sampling and analytical methods to be used.

Emergency Contingency Plan; FIO.

An emergency contingency plan shall be prepared in accordance with 40 CFR 261. Procedure must address the following LBP abatement hazards as appropriate to the project:

- . a. Negative air pressure system failure.
- . b. Major breach of containment barriers.

- .c. Detection of unexpected lead levels on adjacent grounds.
- .d. Spilling of lead debris bags or containers.
- .e. Phone numbers for project manager, local fire, police and medical personnel.

#### Hazardous Waste Management Plan; GA.

A Hazardous Waste Management Plan shall be prepared that complies with applicable requirements of Federal, state, and local hazardous waste regulations and addresses:

- ....a. Identification or documentation of potential hazardous wastes associated with the work.
- .b. Estimated quantities of wastes to be generated and disposed of.
- .c. Names and qualifications of each Contractor that will be transporting, storing, treating, and disposing of the wastes; the facility location, phone number, and name of a 24-hour point of contact shall be included. Two copies of EPA, state, and local hazardous waste permit applications, permits, and EPA identification numbers.
- .d. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous waste.
- e. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, and transport equipment.
- .f. Spill prevention, containment, and clean-up contingency measures to be implemented.
- g. Work plan and schedule for waste containment, removal, and disposal. Waste shall be cleaned up and containerized daily.
- h. Cost for hazardous waste disposal according to this plan.

#### Waste Handling and Site Storage Plan; GA.

A Handling and Site Storage Plan shall be prepared that addresses the handling and storage of LBP debris in accordance with the requirement of 40 CFR 262 and 40 CFR 265. The Contractor shall confirm that an EPA identification number has been obtained so that proper manifesting of the waste will be addressed, and that site storage limitations, including the time of storage, container requirements, contingency plan, and personnel training have been complied with.

#### Waste Disposal Plan; GA.

A Waste Disposal Plan shall be prepared that will include but not be limited to the following:

- .. a. A written confirmation that the debris will be treated and disposed of in accordance with the requirements of 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 264 and 40 CFR 268.
- b. A written confirmation that transportation of the debris will be in accordance with 40 CFR 263.

- c. Waste subcontractor's name, address, telephone number, and landfill location, including copies of licenses and signed agreements.
- d. Landfill name, address, and telephone number. A copy of the landfill's state and locally issued license, and a signed agreement that the landfill will accept the LBP wastes.
- e. Detailed delivery tickets prepared, signed, and dated by an agent of the landfill, certifying the amount of LBP containing materials delivered to the landfill, within 3 days after delivery.

.....SD-09 Reports

Sampling Result; GA.

A daily log of the personal and environmental air sampling test results shall be reviewed by the Certified Industrial Hygienist (CIH) and submitted, in written form, no more than 48 hours after completion of the sampling cycle. The log shall list each sample result, sampling time and date, sample type, identification of personnel monitored, flow rate and duration, air volume sampled, yield of lead, cassette size, analytical method used, analyst's name and company, and interpretation of results. Results shall be reported in micrograms of lead per cubic meter of air. In addition, the daily log shall include the results of dust wipe samples, soil samples and TCLP sampling including each phase of preabatement, during abatement and final clearance. Documentation of results that exceed specified limits (personal air samples that exceed 30 micrograms per cubic meter) or as required by Federal, state or local requirements shall be highlighted in the log in such a manner to make them easily distinguishable from monitoring results that do not exceed specified or regulatory limits.

.....SD-13 Certificates

Quality Assurance; GA.

Certificates shall meet the requirements of paragraph QUALITY ASSURANCE. The statements shall be signed and dated by a certifying officer after the award of this contract and contain the following:

- ..... a. Contractor's name and address.
- ..... b. Project name and location.
- ..... c. The specified requirements that are being certified.

### 1.3 QUALITY ASSURANCE

#### 1.3.1 Qualifications

- a. Contractor: Certification that the Contractor has prior experience on LBP abatement projects similar in nature and extent to ensure the capability to perform the abatement in a satisfactory manner.
- ..... b. Competent Person: Certification that the Contractor's full-time on-site Competent Person meets the competent person requirements of 29 CFR 1926 Section.62 and is experienced in administration and supervision of LBP abatement projects, including work practices, protective measures for building and personnel, disposal procedures, etc. This person shall have

completed a Contractor Supervisor LBP abatement course by an EPA Training Center or an equivalent certification course, and have had a minimum of 2 years on-the-job experience.

- .....c. Certified Industrial Hygienist (CIH): Certification that the CIH has 2 years prior experience on similar LBP abatement projects and is certified by the American Board of Industrial Hygiene (ABIH). The certification shall include a copy of the ABIH certificate showing certification number, and date of certification or recertification.
- .....d. Industrial Hygienist: Certification that the Industrial Hygienist meets the Office of Personnel Management Standard for the Industrial Hygiene Series GS-690, and has a minimum of two years experience in LBP abatement.
- .....e. Testing Laboratory: The name, address, and telephone number of the independent testing laboratory selected to perform sampling and analysis for personal and environmental air samples lead dust wipes, bulk sample analyses, and TCLP analysis. Documentation that the laboratory performing the analysis is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that it is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT). 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. Currently, the American Association for Laboratory Accreditation (ASLA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditors. Documentation shall include the date of accreditation or reaccreditation.
- .....f. Blood Lead Testing Laboratory. The name, address and telephone number of the blood lead testing laboratory; the laboratory's listing by OSHA and the U.S. Public Health Service Center for Disease Control (CDC); and documentation that the laboratory certified in the state where the work site is located.

### 1.3.2 Respiratory Protection Devices

Manufacturer's certification of NIOSH or the Mine Safety and Health Administration (MSHA) approval for respiratory protection devices utilized on the site.

### 1.3.3 Cartridges, Filters, and Vacuum Systems

Manufacturer's certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate); High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges, filters, and HEPA vacuum systems.

### 1.3.4 Medical Records

Certification that employees who are involved in LBP abatement work have received medical examinations and will receive continued medical surveillance, including biological monitoring, as required by 29 CFR 1926 Section.62 and by the state and local regulations pertaining to such work. Records shall be retained, at Contractor expense, in accordance with 29 CFR 1910 Section.20.

### 1.3.5 Training

Training certification shall be provided prior to the start of work involving LBP abatement, for all of the

Contractors' workers, supervisors and Competent Person. Training shall meet the requirements of 29 CFR 1926 Section.62, 29 CFR 1926 Section.59 and 49 CFR 172 , and that required by EPA or the state LBP course for the work to be performed. Training shall be provided prior to the time of job assignment and, at least, annually. Training may cover all abatement methods or focus only on those methods specified in the LBP Management Plan. The project specific training shall, as a minimum, include the following:

- ..... a. Specific nature of the operation which could result in exposure to lead.
- ..... b. Purpose, proper selection, fitting, use, and limitations of respirators.
- ..... c. Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).
- ..... d. Relevant engineering controls and good work practices.
- ..... e. The contents of any compliance plan in effect.
- ..... f. Instructions to employees that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.
- ..... g. The employee's right of access to records under 29 CFR 1910 Section.20.

#### 1.3.6 Licenses and Permits

Copies of licenses and permits as required by applicable Federal, state, and local regulations shall be obtained at least 20 days before the start of the LBP abatement project.

#### 1.4 DESCRIPTION OF WORK

LBP is to be removed, encapsulated, or enclosed according to the LBP Management Plan developed. Specific scope of work is as stated on the individual Delivery Orders.

#### 1.5 SITE VISIT

Contractor shall visit and investigate the site, review the drawings and specifications, assess the amount of LBP, and become familiar with conditions which will affect the work.

#### 1.6 LIABILITY INSURANCE FOR LBP

LBP abatement liability insurance shall be obtained without additional expense to the Government. The Contractor shall assume full responsibility and liability for the compliance with Federal, state, and local regulations pertaining to training, work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

#### 1.7 PROTECTION OF EXISTING WORK TO REMAIN

Abatement, storage, transportation, and disposal work shall be performed without damaging or

contaminating adjacent work and areas. Where such work or areas are damaged or contaminated, the Contractor shall restore work and areas to the original condition.

## 1.8 COORDINATION WITH OTHER WORK

Abatement and disposal work shall be coordinated with existing work and/or concurrent work being performed in adjacent areas.

## 1.9 SAFETY AND HEALTH REGULATORY REQUIREMENTS

Work shall be performed in accordance with requirements of EM 385-1-1 and applicable regulations including, but not limited to 29 CFR 1910, 29 CFR 1926, especially Section.62. Matters of interpretation of the standards shall be submitted to the appropriate agency for resolution before starting work. Where these requirements vary, the most stringent shall apply.

### 1.10 PRECONSTRUCTION SAFETY MEETING

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The Contractor shall attend a preconstruction safety meeting prior to starting any work involving LBP abatement. Items required to be submitted will be reviewed for completeness, and where specified, for acceptance.

### 1.11 ACCIDENT PREVENTION PLAN

#### 1.11.1 Preparation and Implementation

The Accident Preparation Plan (APP) shall be prepared in accordance with EM 385-1-1, Table 1-1. Where topic in table 1-1 is not applicable, the APP shall justify its omission or reduced level of detail, and establish that adequate consideration was given to the topic. The APP shall cover on-site work by the Contractor or subcontractors. The Competent Person shall be responsible for development, implementation, and quality control of the content and actions required in the APP. For each anticipated work task, the APP shall establish hazards and control measures. The APP shall be easily readable and understandable by the Contractor's work force.

#### 1.11.2 Acceptance and Modifications

The APP shall be prepared, signed and dated by the Contractor's Competent Person and submitted 10 days prior to the preconstruction safety conference. Deficiencies in the APP shall be discussed at the Preconstruction Safety Conference and the APP shall be revised to correct the deficiencies, and resubmitted for acceptance. On-site work shall not begin until the APP has been accepted unless otherwise authorized by the Contracting Officer. One copy of the APP shall be maintained in the Contractor's jobsite file, and a second copy shall be posted where it will be accessible to personnel on the site. As work proceeds, the APP shall be adapted to new situations and conditions. Changes to the APP shall be made with concurrence of the Competent Person and Site Superintendent, and acceptance of the Contracting Officer. Should an unforeseen hazard become evident during performance of the work, the Competent Person shall bring such hazard to the attention of the Superintendent and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, the Contractor shall take necessary action to re-establish and maintain safe working conditions; and to safeguard on-site personnel, visitors, the public, and the environment. Disregard for provisions of this specification, or the accepted APP shall be cause for stopping of work until the matter is rectified.

### 1.11.3 Activity Hazard Analyses

An Activity Hazard Analysis (AHA) shall be prepared prior to beginning each major phase of the work and submitted for review and acceptance. Format shall be in accordance with EM 385-1-1, figure 1-1. A major phase of work is defined as an operation involving hazards not experienced in previous operations, or where a new work crew is to perform. The analysis shall define the activities and the sequence in which they are to be performed, specific hazards anticipated, and control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the Activity Hazard Analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss content of the AHA with everyone engaged in the activity, including the Government's on-site representative. The AHA shall be continuously reviewed and modified when appropriate to address changing conditions or operations. The accepted AHA shall be appended to and become part of the APP.

### 1.12 RESPIRATORY PROTECTION PROGRAM

A respiratory protection program shall be established as required by 29 CFR 1926 Section.103 and.62 and in accordance with 29 CFR 1910 Section.134. An approved respirator shall be furnished to each employee and visitor required to enter a LBP work control area. A fit test shall be conducted in accordance with 29 CFR 1926 Section.62, Appendix D.

### 1.13 HAZARD COMMUNICATION PROGRAM

A Hazard Communication Program shall be implemented in accordance with 29 CFR 1926 Section.59.

### 1.14 SAFETY AND HEALTH OVERSIGHT

The Competent Person shall be the on-site person responsible for coordination, safety, security and execution of the work. The Competent Person shall be able to identify existing and predictable lead hazards and shall have the authority to take corrective measures to eliminate them. The CIH shall be responsible for dust wipe and personal and environmental sampling.

### 1.15 PREPARATORY INSPECTION MEETING

The Contractor shall arrange and hold a preparatory inspection meeting immediately prior to beginning any LBP abatement. The APP, Activity Hazard Analyses, and the Contractor's LBP Management Plan, including containment, engineering controls, worker protection, training, and monitoring, will be reviewed for completeness.

### 1.16 TRAINED AND COMPETENT PERSONNEL

Work shall be performed by Competent Persons, qualified and trained in the abatement, enclosure, encapsulation, monitoring, testing, storage, treatment, hauling, and disposal of contaminated LBP debris material, and in subsequent cleanup of the affected environment. Workers shall comply with the appropriate Federal, state, and local regulations which mandate training requirements and work practices and shall be capable of performing the work under this contract.

### 1.17 POSTED WARNINGS AND NOTICES

The following regulations, warnings, and notices shall be posted at the work site in accordance with 29 CFR 1926 Section.62.

#### 1.17.1 Regulations

Two copies of applicable Federal, state, and local regulations and NIOSH OSHA Booklet 3142 shall be maintained. One copy shall be posted at the work site and one copy shall be on file in the project office.

#### 1.17.2 Warning Signs and Labels

Warning signs shall be provided at building entrances and approaches to LBP control areas containing airborne LBP debris. Signs shall be located at a distance from the LBP control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the LBP control area.

##### 1.17.2.1 Warning Signs

Warning signs shall be in English and be of sufficient size to be clearly legible and display the following:

WARNING  
LEAD WORK AREA  
POISON  
NO SMOKING OR EATING  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

##### 1.17.2.2 Warning Labels

Warning labels shall be in English and be of sufficient size to be clearly legible and display the following:

CAUTION: CLOTHING CONTAMINATED WITH LEAD. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS.

#### 1.17.3 Worker Information

Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, state, and local regulations.

#### 1.17.4 Air Monitoring Results

Daily air monitoring results shall be prepared so as to be easily understood by the workers, and shall be placed in a clearly visible area of the work site.

#### 1.17.5 Emergency Telephone Numbers

A list of telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, emergency squad, police and fire departments, Government and Contractor representatives who can be reached 24 hours per day, and professional consultants directly involved in the project.

## 1.18 EQUIPMENT AND MATERIALS

Sufficient quantities of health and safety materials required by 29 CFR 1926 Section.62, and other materials and equipment needed to complete the project, shall be available and kept on the site.

### 1.18.1 Respirators

Air-purifying respirators shall be approved by NIOSH for use with dust, fumes, and mists having permissible exposure limits less than 0.05 milligrams per cubic meter (i.e., have high-efficiency particulate air (HEPA) filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. Respirators shall comply with the requirements of 29 CFR 1926 Section.62 and shall be used in accordance with 29 CFR 1926 Section.103 and 29 CFR 1910 Section.134.

### 1.18.2 Respirator Cartridges

A sufficient supply of respirator cartridges shall be maintained at the work site to provide new cartridges to employees, authorized visitors, and Government personnel throughout the duration of the project. Cartridges shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the cartridge becomes wet.

### 1.18.3 Protective Clothing

The Contractor shall furnish, at no cost to personnel, equipment/clothing for protection from airborne and waterborne LBP debris. An adequate supply of these items shall be available for worker, authorized visitor, and Government personnel use. Workers and visitors shall not take protective clothing and equipment off the work site at any time. Protective clothing includes:

- ..... a. Coveralls (Whole Body Protective Coverings): Full-body coveralls and head covers shall be worn by workers in the work area. Sleeves shall be secured at the wrist and pants legs at the ankle with tape. Permeable clothing shall be provided in heat-stress conditions. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing. Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR 1926 Section.62.
- ..... b. Boots: Work boots with nonskid soles or impermeable work boot covers shall be worn by workers. Where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Paint the uppers of boots red with waterproof enamel. Do not allow boots to be removed from the work area for any reason after being contaminated with LBP debris. Dispose of boots as LBP contaminated waste at the end of the work.
- ..... c. Gloves: Inner gloves, appropriate for items and hazards encountered, and disposable outer work gloves shall be provided to each worker and shall be worn while the worker is in the work area. Glove material shall be appropriate for the specific chemical exposure. Gloves shall not be removed from the work area, and shall be disposed of as LBP contaminated waste at the end of the work.
- d. Hard Hats: Head protection (hard hats) shall be provided as required by OSHA and EM 385-1-1 for workers and authorized visitors. Protective plastic strap suspension hats shall be used.

Hard hats shall be worn at all times that work is in progress. Hats shall remain in the work area until the project is completed. Hats shall be thoroughly cleaned, decontaminated, and bagged before being removed from the work area at the end of the project.

- .....e. Eye Protection: Fog-proof goggles for personnel engaged in LBP abatement operations shall be worn when the use of a full face piece respirator is not required.
- .....f. Work Clothing: Cloth work clothes shall be provided for wearing under the disposable protective coveralls and foot coverings.

#### 1.18.4 Negative Air Pressure System

When a LBP control area requires the use of an airtight containment barrier, a negative air pressure system shall be used, and pressure differential recordings taken. LBP shall not be removed from the LBP control area until the proper engineer controls and HEPA filtration systems are in place.

##### 1.18.4.1 HEPA Filter Requirements

The negative air pressure system shall be equipped with approved HEPA filters per UL 586. Negative air pressure equipment shall be equipped with new HEPA filters, and shall be sufficient to maintain a minimum pressure differential of minus 0.02 inch of water column relative to adjacent, unsealed areas. Negative air pressure system minimum requirements are listed below.

- .....a. The unit shall be capable of delivering its rated volume of air with a clean first stage filter, an intermediate filter and a primary HEPA filter in place.
- .....b. The HEPA filter shall be certified as being capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.
- .....c. The unit shall be capable of continuing to deliver no less than 70 percent of rated capacity when the HEPA filter is 70 percent full or measures 2.5 inches of water static pressure differential on a magnehelic gage.
- .....d. The unit shall be equipped with a manometer-type negative pressure differential monitor with minor scale division of 0.02 inch of water and accuracy within plus or minus 1.0 percent. The manometer shall be calibrated daily as recommended by the manufacturer. Record manually manometer readings of the pressure differential between the LBP control area and adjacent unsealed areas at the beginning of each workday and every 2 working hours thereafter.
- .....e. The unit shall be equipped with a means for the operator to easily interpret the readings in terms of the volumetric flow rate of air per minute moving through the machine at any given moment.
- .....f. The unit shall be equipped with an electronic mechanism that automatically shuts the machine off in the event of a filter breach or absence of a filter.
- .....g. The unit shall be equipped with an audible horn that sounds an alarm when the machine has shut itself off.
- .....h. The unit shall be equipped with an automatic safety mechanism that prevents a worker from improperly inserting the main HEPA filter.

..... i. The unit shall be ducted through the containment barrier wall to the outside of the building or work area. The unit shall not be exhausted into any work area.

#### 1.18.4.2 Number of Units Required

The air within the containment barrier shall be changed at least once every 15 minutes by a continuously operating negative air pressure system, until the LBP control area barrier is removed. Filters shall be replaced as necessary to maintain the efficiency of the system. A back-up unit shall be maintained on-site.

#### 1.18.4.3 Auxiliary Generator

An auxiliary generator shall be provided with a capacity adequate to power a minimum of 50 percent of the negative air machines at any time during the work. When power fails, the generator controls shall automatically start the generator and switch the negative air pressure system machines to generator power. The generator shall not present a carbon monoxide hazard to workers.

#### 1.18.4.4 Local HVAC Systems

The building heating, ventilating, and air conditioning (HVAC) system shall not be used as the negative air pressure system for the LBP control area.

#### 1.18.4.5 Discontinuing Negative Air Pressure System

The negative air pressure system shall not be shut down during LBP abatement work unless authorized by the Contracting Officer. At the completion of the LBP abatement and disposal project, units shall be run until full cleanup has been completed and wipe clearance samples have been collected, analyzed, and have passed final clearance testing requirements. Dismantling of the negative air pressure systems shall conform to the written decontamination procedures. Prefilters shall be removed and properly disposed of, and the intake to the machines shall be sealed with polyethylene to prevent environmental contamination.

### 1.18.5 Expendable Supplies

#### 1.18.5.1 Polyethylene Sheet and Bags - General

Polyethylene sheet and bags shall be minimum 6 mils thick. Bags shall have pre-printed labels, and 5 inch (minimum) long plastic ties, pointed and looped to secure the filled bags. Polyethylene sheets shall be in roll sizes to minimize seams.

#### 1.18.5.2 Polyethylene Sheet - Flame Resistant

Where a potential for fire exists, flame-resistant polyethylene sheets shall be provided. Polyethylene film shall be frosted or black and shall conform to the requirements of NFPA 701.

#### 1.18.5.3 Polyethylene Sheet - Reinforced

Reinforced polyethylene sheet shall be provided where high skin strength is required such as where it constitutes the only barrier between the LBP control area and the outdoor environment. The sheet

stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between two layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

#### 1.18.5.4 Tape and Adhesive Spray

Tape and adhesive shall be capable of sealing joints between polyethylene sheets and for attachment of polyethylene sheets to adjacent surfaces. After dry application, tape or adhesive shall retain adhesion when exposed to wet conditions, including amended water. Tape shall be minimum 2 inches wide, industrial strength.

#### 1.18.5.5 Containers

Impermeable containers shall be used to receive and retain lead contaminated material until disposal. Containers shall be labeled in accordance with EPA, DOT and OSHA standards.

#### 1.18.5.6 Chemicals

Chemicals, including caustics and paint strippers, shall be properly labeled and stored in leak-tight containers.

#### 1.18.6 Vacuum Systems

HEPA filtered vacuum systems shall be used during abatement operations which generate dust. The systems shall be suitably sized for the project, and filters shall be capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.

#### 1.18.7 Heat Blower Guns

Heat blower guns shall be flameless, electrical, paint-softener type with controls to limit temperature to 1,100 degrees F. Heat blower shall be DI (non-grounded) 120 Vac, and shall be equipped with cone, fan, glass protector and spoon reflector nozzles.

#### 1.18.8 Chemical Paint Strippers

Chemical paint strippers shall contain no methylene chloride and shall be formulated to prevent stain, discoloration, or raising of the substrate materials.

#### 1.18.9 Chemical Paint Stripper Neutralizer

Neutralizers for paint strippers shall be used on exteriors only and shall be compatible with the substrate and suitable for use with the chemical stripper that has been applied to the surface.

#### 1.19 STORAGE OF MATERIALS

Materials shall be stored in a place and manner which protects them from damage and contamination.

During periods of cold weather, plastic materials shall be protected from the cold. No flammable or hazardous materials shall be stored inside any building. Regularly inspect materials to identify damaged or deteriorating items. Damaged or deteriorated items shall not be used and shall be removed from the site as soon as they are discovered. Any materials which become contaminated with LBP waste shall be disposed of consistent with the requirements of 40 CFR 148 and these

specifications. Stored materials shall not present a hazard or an inconvenience to workers, visitors, and/or other occupants and employees of the building.

## PART 2 PRODUCTS

(NOT APPLICABLE)

## PART 3 EXECUTION

### 3.1 PILOT ABATEMENT PROJECT

Prior to beginning full-scale abatement, a pilot abatement project may be required for the first Delivery Order using a given subcontractor. It shall demonstrate the specified abatement procedure for the work required. Preabatement lead dust samples shall be collected from each type of surface in the pilot facility as specified in paragraphs Wipe Sampling, and Preabatement Lead-Dust Wipe Samples. The Contracting Officer shall evaluate the following during the pilot abatement project:

- ..... a. Lead dust wipe samples shall be collected and analyzed during abatement and for final clearance as specified in paragraph Wipe Sampling. If results of analysis indicate that lead levels are above clearance levels, the Contractor shall evaluate his/her abatement cleanup procedures. If clearance levels are low and continue to be low, less restrictive engineering controls may be proposed by the Contractor.
- ..... b. If personal air sample analyses indicate that action levels or permissible exposure limits specified in 29 CFR 1926 Section.62 have not been exceeded, then respirator protection may become less restrictive. Half-face respirators shall be the minimum respiratory protection employed.
- ..... c. During cleanup a final dust wipe clearance shall be performed after a single cleanup iteration. If the samples are below acceptable levels the Contractor may request approval for one cleanup pass instead of two cleanup passes.
- ..... d. Adequate samples of waste generated (water, solid components, caustic paste, filters, paint chips, etc.) shall be collected for Toxicity Characteristic Leaching Procedure (TCLP) testing. The TCLP test shall be performed by an accredited laboratory.
- ..... e. Waste generated throughout the abatement project shall be properly containerized, according to applicable regulations, and disposed of as per the results of the TCLP analysis.

### 3.2 WORK PROCEDURES

LBP abatement and related work shall be performed in accordance with the accepted Contractor's LBP Management Plan as modified and approved, following the pilot abatement project. Procedures and equipment required to limit occupational and environmental exposures to lead during LBP removal shall be in accordance with 29 CFR 1926 Section.62, and as specified herein. Paint chips and associated waste shall be disposed of in compliance with Federal, state, and local regulations.

#### 3.2.1 Personnel Protection Procedures

Personnel shall wear and use protective clothing and equipment as specified. Eating, smoking, drinking, chewing tobacco and chewing gum, and applying makeup shall not be permitted in the LBP control

area. Personnel of trades not engaged in the abatement and disposal of LBP shall not be exposed at any time to airborne concentrations of lead equal to or in excess of 30 micrograms per cubic meter of air. Electrical service shall be disconnected when wet removal is performed, and temporary electrical service protected by a ground fault circuit interrupter shall be provided.

### 3.2.2 Safety and Health Procedures

The Competent Person shall be present on the work site throughout the abatement project to supervise, monitor, and document the project's health and safety provisions. A daily log shall be maintained showing the results of sampling tests throughout the project area. LBP abatement work being conducted within a LBP Control area where an airtight barrier is required shall be stopped if dust wipe concentration levels collected outside the containment area during abatement, equal or exceed the preabatement level or 200 micrograms per square foot, whichever is greater.

### 3.2.3 Safety and Health Responsibilities

The Competent Person shall:

- ..... a. Verify that training meets applicable requirements.
- ..... b. Review and approve LBP Management Plan for conformance to the applicable referenced standards.
- ..... c. Inspect LBP removal work for conformance with the accepted LBP Management Plan.
- ..... d. Ensure that worker exposure air monitoring activities are in accordance with 29 CFR 1926 Section.62.
- ..... e. Ensure work is performed in strict accordance with specifications.
- ..... f. Ensure hazardous exposure to personnel and to the environment are adequately controlled.

The CIH shall be responsible for directing personal and environmental air monitoring and lead dust wipe sampling.

### 3.2.4 Medical Surveillance Procedures

Medical surveillance shall be implemented in accordance with the approved Contractor's LBP Management Plan, and shall comply with the requirements of 29 CFR 1926 Section.62, including the provisions for biological monitoring, medical removal protection and a physician's written opinion, signed by the physician performing the employee examination. The Contractor shall provide a copy of the written opinion for Contractor's employees 2 days prior to each employee's commencement of work.

### 3.2.5 Engineering Controls and Containment Structures

#### 3.2.5.1 LBP Control Area

The LBP control area is where LBP abatement work occurs and as such shall be considered contaminated, and shall be isolated to prevent LBP containing dust or debris from passing into adjacent building or

open areas. The control area shall be decontaminated at the completion of the LBP abatement and disposal work.

### 3.2.5.2 Boundary Requirements

Physical boundaries shall be provided around exterior LBP control areas by roping off the area indicated in the LBP Management Plan. Interior projects shall be isolated by curtains, portable partitions, or other enclosures to ensure that concentrations of lead dust outside the LBP control area will not equal or exceed the preabatement level or 200 micrograms per square foot, whichever is greater.

### 3.2.5.3 Control Barriers

The LBP control area shall be separated from other portions of the building and the outside with control barriers. The polyethylene sheeting will have all openings masked and sealed, and shall be erected according to the Contractor's LBP Management Plan. Polyethylene sheeting shall be mechanically supported, independent of duct tape or spray adhesive.

### 3.2.5.4 Preabatement Lead-Dust Wipe Samples

Preabatement lead-dust wipe samples shall be taken outside the LBP controlled area, in accordance with HUD 0005646. Samples shall be taken within 10 feet of the abatement structure at 20 percent of the area planned for abatement.

### 3.2.5.5 Masking and Sealing

- ..... a. Interior LBP control area requirements: Openings shall be sealed where the release of airborne LBP dust is expected. A control area shall be established with the use of curtains, portable partitions, or other systems in order to prevent the escape of dust from the contaminated control area. The control area shall be provided with protective covering of two layers of polyethylene sheeting over floors. Penetrations of the floor, walls, and ceiling shall be sealed with polyethylene sheeting and duct tape. Polyethylene sheeting shall be firmly attached to the structure. Joints shall be sealed with spray adhesive and duct tape. Openings shall be provided for the supply and exhaust of air for the negative air pressure system. Personal monitoring during the work shift shall be in accordance with 29 CFR 1926 Section.62.
- ..... b. Exterior LBP control area requirements: Where the construction of a contained LBP control area is impractical, a roped-off perimeter shall be installed 20 feet from, and around, the area where the LBP handling procedures are performed and other requirements for LBP control areas shall be maintained. Personal monitoring of airborne concentrations shall be conducted in adjacent areas, during the work shift, in accordance with 29 CFR 1926 Section 62. Where wipe sampling is not practical, air monitoring outside of the roped-off perimeter shall be conducted as specified. Airborne concentrations shall not exceed specified levels.

### 3.2.5.6 Personnel Decontamination Unit Procedures

Decontamination units shall be constructed when required for the abatement procedures. Materials fabricated or delivered to the site before the shop drawings have been returned to the Contractor will be subject to rejection by the Contracting Officer. Specifications and drawings of portable prefab units, such as a trailer unit, if utilized, must be submitted for review and approval before start of construction. Submittal shall include, but not be limited to, a floor plan layout showing dimensions,

materials, sizes, thicknesses, plumbing, and electrical outlets. Access between contaminated and uncontaminated rooms or areas shall be through an airlock. Access between any two rooms or room and trailer within the decontamination unit shall be through a plastic sheeting curtained doorway. A separate equipment decontamination unit shall be provided. Each work area shall have an emergency exit. The personnel decontamination unit's clean room shall be the only means of entrance and exit, except for emergencies, from the LBP control area. Materials shall exit the LBP control area through the equipment decontamination area.

### 3.2.5.7 Clean Room Procedures

The clean room shall have only one exit to non-contaminated areas of the building or site. An airtight seal shall be constructed of polyethylene between the clean room and the rest of the building. Surfaces of the clean room shall be protected with sheet polyethylene. A temporary unit with a separate equipment decontamination locker room and a clean locker room shall be provided for personnel who are required to wear whole body protective clothing. One locker shall be provided in each locker room for each LBP abatement worker, and each Contractor's representative. Lead-free personal clothing and shoes shall be kept in the clean locker. Hand wash station/showers shall be located between the equipment decontamination locker room and the clean locker room, and employees shall wash or shower before changing into personal clothes. An adequate supply of clean disposable towels shall be provided. LBP contaminated work clothing shall be cleaned. Clean rooms shall be physically attached to the LBP control area for areas inside the building but may be directly adjacent to the LBP control area outside of the building. Joint use of this space for other functions, such as offices, equipment storage, etc., is prohibited.

### 3.2.5.8 Hand Wash Station/Shower Room Procedures

An operational shower and hand washing station shall be provided between the work area and the clean changing room. Workers shall wash and/or shower before entering the clean changing room. Shower room shall be separated from other rooms by air tight walls fabricated from polyethylene sheeting. Water shall be hot and cold or warm. Shower heads and controls, soap dish, continuing supply of soap, and clean towels shall be provided. The shower shall be maintained in a sanitary condition. Waste water shall be pumped to drain and through waste water filters that meet state and/or local requirements. These filters shall be located inside the shower unit and filters shall be changed regularly. Spent filters shall be discarded as LBP contaminated waste.

### 3.2.5.9 Equipment Decontamination Unit Procedures

The Equipment Decontamination Unit shall be used for removal of equipment and materials from the LBP control area, and shall include a wash room, holding room, and an enclosed walkway. The unit shall be constructed from wood framing material and polyethylene sheeting. Workers shall not enter or exit the LBP control area through the Equipment Decontamination Unit. A washdown station, consisting of an enclosed shower unit, shall be located in the work area outside the Wash Room. The washdown station shall be used to clean equipment, bags and containers. Bagged or containerized LBP wastes shall be passed from the work area and cleaned in the Wash Room. The Wash Room shall be separated from the work area by a polyethylene sheeting flap. Wastewater shall be filtered and filters shall be changed as required for the shower unit and the Wash Room. Filters shall be disposed of as LBP contaminated wastes. The Holding Room shall be used as a drop location for bagged LBP passed from the Wash Room. This room shall be constructed so that bagged materials cannot be passed from the Wash Room through the Holding Room to the enclosed walkway. The walkway shall be separated from adjacent rooms by double flaps of 1/16 inch thick

single ply rubber roofing materials of EPDM or Neoprene. The enclosed walkway shall isolate the Holding Room from the building exterior and shall be constructed of wood framing and polyethylene sheeting. The walkway shall provide access to the Holding Room from the building exterior. The enclosed walkway shall be separated from the exterior by a single flap of polyethylene sheeting.

#### 3.2.5.10 Maintenance of Decontamination Units

Barriers and polyethylene sheeting shall be effectively sealed and taped. Containment barriers shall be visually inspected at the beginning of each work period. Damaged barriers and defects shall be immediately repaired upon discovery. Smoke methods shall be used to test effectiveness of barriers when directed by the Contracting Officer.

#### 3.2.5.11 LBP Control Area Exiting Procedures

Personnel exiting a LBP control area shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:

- ..... a. Vacuum all protective clothing before removing.
- ..... b. Remove protective clothing in the decontamination room, and place this clothing in an approved impermeable disposal bag.
- ..... c. Wash or shower.
- ..... d. Change to clean clothes prior to leaving the physical boundary designated around the lead-contaminated work site.

#### 3.2.6 Furnishings

The Government or Contractor shall remove furniture and equipment from the work area before LBP removal work begins, as stated on Delivery Order.

#### 3.2.7 Building Ventilating Systems

Any building ventilating system or any other system bringing air into or out of the LBP control work area shall be shut down and isolated by lockable switch; disconnecting wires; removing circuit breakers; isolated by airtight seals, or other positive means that will prevent spread of contamination through the system and accidental premature restarting of the equipment. Airtight seals shall consist of rigid covers for supply and exhaust grills and 1 layer of polyethylene. Individual seals shall be applied to ventilation openings (supply and exhaust), lighting fixtures, clocks, windows, doorways, elevator doors, stairs, ramps, speakers, and other openings into the work area. Seals shall be maintained until project decontamination is completed. After decontamination work has been completed and final air sample testing proves that the area is decontaminated, seals shall be removed and the ventilating systems may be operated again.

#### 3.2.8 Temporary Utilities

Temporary equipment to provide adequate power, light, heat, and water shall be installed to accomplish the abatement operations properly and safely. The Contractor shall maintain the security and maintenance of the utility system in the LBP control areas. In the event of a failure of any utility

system, the Government will not be responsible for any loss of time or other expense incurred by the Contractor. Wiring and electrical service shall be as specified in to Section 16415 ELECTRICAL WORK, INTERIOR or Section 16370 ELECTRICAL DISTRIBUTION SYSTEM, AERIAL. In addition, the Contractor shall provide:

- a. Backflow protection on all water connections. Fittings installed by the Contractor shall be removed after completion of work with no damage or alteration to existing water piping and equipment.
- b. Heavy-duty abrasion-resistant hoses to provide water to each work area and decontamination area.
- .....c. A hot water heater, if hot water is not supplied through the building's existing water supply to the decontamination showers.
- .....d. Electrical service to work areas. Electrical service shall comply with NEMA, NECA, and UL standards. Warning signs shall be posted at power outlets which are other than 110-120 volt power. Only grounded extension cords shall be used. Incandescent lamps and light fixtures shall be of adequate wattage to provide good illumination in LBP control areas.
- .....e. Temporary heating units, when needed, that have been tested and labeled by UL, FM, or another recognized trade association related to the fuel being consumed. Forced air or fan type units shall not be utilized inside a work area. Units shall have tip-over protection.
- .....f. Sufficient quantity of single-occupant, self-contained chemical toilets, properly vented and fully enclosed, if permanent toilets are not available.

### 3.3 LBP ABATEMENT METHODS (Select the method most appropriate per the Delivery Order)

#### 3.3.1 Encapsulation with Surface Coatings

Peeling and deteriorated surfaces shall be wet scraped prior to application of the approved encapsulant. Debris shall be handled in accordance with the Hazardous Waste Management Plan. Surfaces shall be prepared according to the manufacturer's specifications. Surface coatings shall not be applied to friction surfaces such as window tracks or door jams.

#### 3.3.2 Encapsulation with Flexible Wall Covering Systems

Peeling and deteriorated surfaces shall be wet scraped prior to application of the approved flexible wall covering material. Debris shall be handled in accordance with the Hazardous Waste Management Plan. Surfaces shall be prepared according to the manufacturer's specifications.

#### 3.3.3 Enclosure with Gypsum Board

Peeling and deteriorated surfaces shall be wet scraped prior to application of the enclosure. Gypsum board shall be used to create an enclosure over, in front of, or around the existing surface. The gypsum board shall be attached using drywall screws and construction adhesive. Electrical outlets, switches, telephone jacks and ventilating or heating registers shall be repositioned to be flush with the new gypsum board surface. Seams shall be taped and plastered according to specifications. The complete enclosure shall be painted and trimmed.

### 3.3.4 Exterior Enclosure

Peeling and deteriorating surfaces shall be wet scraped prior to application of the approved siding or other finish. All debris shall be handled in accordance with the Hazardous Waste Management Plan.

Siding and moisture barriers shall be installed according to manufacturer's specifications and local building codes.

- ..... a. Doors and windows on the side of the building upon which a dust-generating method is being used, and on the same floor and all floors below, must be closed and covered with polyethylene sheeting.
- ..... b. The ground and any plants or shrubs in the area in which exterior abatement is occurring shall be covered with a waterproof canvas tarp and weighted at all edges to prevent blowing. Such covering shall cover from the side of the structure to a point eight feet away from the structure. The covering shall be taped or otherwise attached to the structure. The tarp shall be placed in a manner that traps all debris and water. This is best accomplished by elevating the edges. The tarp shall be properly disposed of and not re-used.

### 3.3.5 Component Replacement

As required in Delivery Order.

### 3.3.6 Chemical Stripping

LBP shall be removed by using approved chemical strippers. Chemical strippers containing methylene chloride are prohibited. Chemical stripping may take place on-site or off-site. Stripping shall be done according to manufacturer's recommendations. Substrates shall be thoroughly washed and neutralized before applying a primer or sealing coat. Waste generated by the stripping process shall be handled in accordance with the Hazardous Waste Management Plan. Adjacent walls and floors shall be protected to prevent contamination.

### 3.3.7 Hand-Scraping with a Heat Gun

LBP shall be removed by hand-scraping with a heat gun. Paint residue shall be handled in accordance with the Hazardous Waste Management Plan. Heat guns shall be operated below 1,100 degrees F to prevent possible release of toxic fumes or starting a fire.

### 3.3.8 Vacuum Blasting

LBP shall be removed by vacuum blasting techniques with the device fitted to HEPA vacuum systems. Work shall be performed in a LBP control area using negative pressure full containment with HEPA filtered exhaust. Paint residue shall be handled in accordance with the Hazardous Waste Management Plan.

### 3.3.9 Needle Gun

LBP shall be removed by needle gun with the device fitted to HEPA vacuum systems. Work shall be performed in a LBP control area using negative pressure full containment with HEPA filtered exhaust. Paint residue shall be handled in accordance with the Hazardous Waste Management Plan.

### 3.4 MONITORING

During the entire LBP removal and disposal operations, a CIH shall be onsite directing the monitoring/sampling and inspecting the work to ensure that the health and safety requirements of this contract are satisfied.

#### 3.4.1 Personal Air Monitoring

Airborne concentrations of lead shall be collected and analyzed in accordance with 29 CFR 1926 Section.62. Results shall be reported in micrograms per cubic meter of air. The Competent Person shall use personal air monitoring results to determine the effectiveness of engineering controls, the adequacy of PPE and to determine if proper work practices are being employed. The Contracting Officer shall be notified if any personal air monitoring result equals or exceeds 30 micrograms per cubic meter of air. The Contractor shall take steps to reduce the concentration of lead in the air.

#### 3.4.2 Wipe Sampling

Wipe sampling for lead dust concentrations shall be conducted:

- .....a. Preabatement to establish a baseline.
- .....b. During abatement to monitor activities and ensure containment integrity.
- .....c. Post abatement to determine if specified clearance criteria has been met.

##### 3.4.2.1 Preabatement

Preabatement wipe samples shall be collected outside the LBP control area in accordance with paragraph Preabatement Lead-Dust Wipe Samples. Samples outside the LBP control work area shall be collected at critical barriers, in the clean room of the decontamination unit and in traffic control areas such as personal and equipment entrances.

##### 3.4.2.2 Abatement

The CIH shall collect wipe samples during all LBP abatement activities on a daily basis. The samples shall be collected outside the LBP control area in accordance with paragraph Preabatement Lead-Dust Wipe Samples. Samples shall be collected outside the LBP control work area at critical barriers, in the clean room of the decontamination unit and in traffic control areas such as personal and equipment entrances.

##### 3.4.2.3 Results

The Contractor shall have the results of the wipe sampling within 48 hours after the completion of the sampling. Results shall be reported in micrograms per square foot.

##### 3.4.2.4 Excessive Levels

LBP abatement work being conducted within a LBP control area shall be stopped if measured dust wipe concentration levels collected outside the containment area, during abatement, equal or exceed the preabatement levels or 200 micrograms per square foot, whichever is greater. The Contractor shall

immediately notify the Contracting Officer. At the direction of the Contracting Officer, the Contractor shall clean outside areas which equal or exceed the levels stated above, at no additional cost to the Government. The cleaning shall be in accordance with paragraph CLEANUP AND DISPOSAL, prior to clearance. The Contractor shall collect and have analyzed additional wipe samples at no charge to the Government to ensure the areas are clean. Cleaning and resampling shall continue until levels as stated above are achieved. The Contractor shall correct containment and/or work practices to mitigate the problem. Removal work shall resume when approval is given by the Contracting Officer.

#### 3.4.2.5 Post Abatement

Post abatement samples shall be collected in accordance with paragraph Final Clearance Testing.

#### 3.4.3 Area Air Monitoring (For Exterior Abatement)

Airborne concentrations of lead shall be collected and analyzed in accordance with 29 CFR 1926 Section.62. Results shall be reported in micrograms per cubic meter of air.

##### 3.4.3.1 Preabatement

Preabatement samples shall be collected in the following locations outside the work area; one upwind of the abatement and two downwind of the abatement activities.

##### 3.4.3.2 Abatement

The CIH shall collect area air samples on a daily basis. The samples shall be collected in the same location as the preabatement samples.

##### 3.4.3.3 Results

The Contractor shall have the results of the area air monitoring within 48 hours after completion of the sampling. Results shall be reported in micrograms per cubic meter of air.

##### 3.4.3.4 Excessive Levels

Outdoor LBP abatement shall cease and the Contracting Officer notified if measured airborne lead concentrations, collected during abatement, exceed the preabatement airborne concentration levels. The Contractor may be required to clean and resample the effected area, at no additional cost to the Government, if directed by the Contracting Officer. The Contractor shall correct the work practices and/or engineering controls and shall resume abatement at the direction of the Contracting Officer.

#### 3.4.4 Waste Sampling and Testing

Sampling and testing of all waste shall be in accordance with 40 CFR 261.

#### 3.4.5 Soil Sampling

##### 3.4.5.1 Preabatement

In order to establish baseline lead-in-soil conditions on the site prior to the initiation of exterior lead

abatement, composite soil samples shall be collected. Eight to ten small portions of surface soil shall be scooped with a fresh 50 mL plastic centrifuge tube and composited in the tube. This will represent a single sample. If excessive paint chips are present in the soil they shall be included in the sample. The 8 - 10 samples shall be collected such that they represent the area where abatement occurred. One shall be taken at the dripline extending out a distance of 10 feet. Sampling shall be on bare soil. The laboratory shall utilize procedures in EPA SOP Publication No. 600/2-91-231 or other procedures required by the state where work is being performed.

#### 3.4.5.2 Post Abatement

Post abatement soil samples shall be collected in the same locations as the preabatement samples utilizing the same procedures. If post abatement soil samples exceed the preabatement levels, the Contractor may be required to perform soil excavation to a depth of two inches in the area specified by the Contracting Officer at no additional cost to the Government. The soil shall be tested as specified in paragraph CLEANUP AND DISPOSAL. Analysis that exceed TCLP limits shall be treated as LBP contaminated waste and disposed accordingly.

### 3.5 ADJACENT AREAS

Damage to adjacent areas shall be repaired to the approval of the Contracting Officer.

### 3.6 CLEANUP AND DISPOSAL

#### 3.6.1 Cleanup

##### 3.6.1.1 Daily

Surfaces in the LBP control area shall be maintained free of accumulations of paint chips and dust. Spread of dust and debris shall be restricted; waste shall not be distributed over the work area. Dry sweep or compressed air shall not be used for cleanup. At the end of each shift, the area shall be cleaned of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and wet mopping the area. LBP abatement work shall cease during the cleanup.

##### 3.6.1.2 Prior to Clearance

Upon completion of the lead paint abatement and a satisfactory visual inspection by the Contracting Officer in a given work area, a preliminary clean-up shall be performed by the Contractor. This clean-up includes removal of any contaminated material, equipment or debris including polyethylene sheeting from the work area, except for critical barriers. The polyethylene sheeting shall be sprayed or misted with water for dust control, abatement debris removed and then the sheeting removed by folding it in upon itself. Polyethylene sheeting used for critical barriers shall remain in place until final clearance criteria. The following methodology shall be utilized during the cleanup prior to clearance.

- ..... a. Lead-contaminated debris shall be containerized in accordance with paragraph Contaminated Waste. Waste bags shall not be overloaded, shall be securely sealed and stored in the designated area until disposal.
- ..... b. Non-contaminated debris shall be containerized; removed from the work area and stored in the designated area until disposal in accordance with paragraph Non-Contaminated Waste.

- .....c. Removal of surface polyethylene sheeting shall begin from upper levels such as cabinets and shelves. Removal of floor polyethylene sheeting shall begin at the corners and folded in the middle to contain the dust. Polyethylene shall be disposed of as specified for debris.
- .....d. Cleaning. Once the polyethylene sheeting, except critical barriers is removed from the work area, cleaning shall begin. It shall be done in the following sequence: HEPA Vacuum; Tri-Sodium Phosphate (TSP) wash (or equivalent cleaner); and HEPA Vacuum.
- .....e. HEPA Vacuum. Vacuum all surfaces. Begin with ceilings and proceed down the walls, including window, doors, door trim and ending with floors. Begin vacuuming at the furthest corner from the entrance to the work area.
- .....f. Wet Wash. Wash or mop the surfaces vacuumed in the same sequence. Contractor shall utilize a tri-sodium phosphate (TSP) detergent solution or other equally effective cleaning agent and allow surface to dry.
- .....g. Cleaning Equipment. The Contractor shall prepare and use detergents containing five to ten percent TSP or other equally effective cleaning agent which shall be used in accordance with the manufacturers instructions. The waste water from cleaning shall be contained and disposed of according to applicable Federal, state, county and local regulations and guidelines. The waste water shall not be disposed of in storm sewers or sanitary sewers without specific and written Government approval.

### 3.6.2 Visual Inspection

Upon completion of the final cleaning, the Contractor shall notify the Contracting Officer and request a final visual inspection with the Contracting Officer's representative with the criteria in the final cleaning/visual inspection example format sheet located at the end of this section. If the area does not pass the visual inspection, the Contractor shall reclean the area as required by paragraph CLEANUP AND DISPOSAL, at no additional expense to the Government. Final clearance testing shall not proceed until the Contracting Officer has accepted the final cleaning by the Contractor.

### 3.6.3 Final Clearance Testing

Final clearance surface dust sampling in accordance with HUD 0005646 shall be conducted after a thorough cleanup has been completed in accordance with the following:

- .....a. On-site paint removal throughout the unit. Three samples shall be taken (one from a window sill, one from a window well, and one from the floor) in each area. An area is defined as a room, closet, pantry, hall, portion of a room, etc.
- .....b. On-site paint removal in limited areas. Three samples shall be taken (one from a window sill, one from a window well, and one from the floor) in each area abated and one sample outside the containment area (within ten feet in 20 percent of the abated units). Pre-abatement wipe samples shall be compared to determine if dust from the abatement process has contaminated non-abated areas. The Contractor shall cleanup these areas if contamination from the abatement process occurs.
- .....c. Replacement and/or encapsulation only throughout the unit. One wipe sample shall be taken in

each area divided equally between window wells, window sills, and floors.

- .....d. Replacement and/or encapsulation only in limited areas. One wipe sample shall be taken in each abated area divided equally between window wells, window sills, and floors, and one wipe sample outside the containment area within ten feet in 20 percent of the abated units.
- .....e. Exterior abatement. At least one wipe sample shall be taken on a horizontal surface in part of the living area such as a front porch.

Retests. Should laboratory results indicate that the wipe test clearance level is exceeded, the Contractor shall reclean the affected area, at no additional cost to the Government. The Contractor shall utilize specified cleaning methods. Retesting will then be performed to determine if specified clearance criteria was met. The Contractor shall pay for additional testing and shall provide, at no additional cost, a recleaning of an affected area until the clearance level is achieved.

### 3.6.4 Certification

The Competent Person shall certify in writing that inside the LBP control area and the area external to the LBP control area met final clearance requirements.

### 3.6.5 Removal of Control Area

After approval of the final clearance certification, and when authorized by the Contracting Officer, the LBP control area, containment barriers, and control structures roped-off boundary and warning signs shall be removed.

### 3.6.6 Disposal

#### 3.6.6.1 Toxicity Characteristic Leaching Procedure (TCLP) Results

The results of the Pilot Abatement Project and/or TCLP analysis performed during abatement shall be used to determine disposal procedures.

#### 3.6.6.2 Contaminated Waste, Other Than Fort Lewis

Lead-contaminated waste, scrap, and debris shall be disposed of as follows:

- .....a. Lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing, which may produce airborne concentrations of lead particles shall be stored in U.S. Department of Transportation 49 CFR 178 approved 55 gallon drums. Each drum shall be labeled to identify the type of waste as defined in 49 CFR 172 and the date lead-contaminated wastes were first put into the drum. The Uniform Hazardous Waste Manifest forms from Federal and state agencies shall be obtained and completed. Land disposal restriction notifications shall be as required by 40 CFR 268. The Contracting Officer shall be notified at least 14 days prior to delivery to arrange for job site inspection of the drums and manifests. Lot deliveries of hazardous wastes shall be made as needed to ensure that drums do not remain on the work site longer than 90 calendar days from the date affixed to each drum. The Contracting Officer will assign an area for interim storage of waste-containing drums.

- .....b. Lead-contaminated waste shall be handled, stored, transported, and disposed of in accordance with

40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Land disposal restriction notification shall be as required by 40 CFR 268.

### 3.6.6.3 Contaminated Waste, Fort Lewis

When the TCLP testing exceeds maximum allowable concentration (5 parts per million) (PPM), all materials that could be contaminated with solid particles of paint shall be collected and containerized in government provided drums. The containerized hazardous waste shall be labeled in accordance with WAC 173-303 and processed through PW Environmental and Natural Resources Division (ENRD), phone 967-5646. The drums shall be transported to the Defense Reutilization Management Office (DRMO) located at Fort Lewis, Building 9673 for storage and disposal by the Government.

### 3.6.6.4 Non-Contaminated Waste

Non-contaminated waste, scrap, and debris shall be disposed of in accordance with Section 01061 ENVIRONMENTAL PROTECTION for work at Fort Lewis, and at off-post disposal areas for other locations.

### 3.6.7 Disposal Documentation

Written evidence shall be provided that the hazardous waste treatment, storage, or disposal facility is approved for lead disposal by the EPA and state or local regulatory agencies. One copy shall be submitted of the completed manifest; signed, and dated by the initial transporter in accordance with 40 CFR 262.

### 3.6.8 Title to Materials

Materials resulting from demolition work, except as specified otherwise, shall become the property of the Contractor, and shall be disposed of in accordance with Section 02050 DEMOLITION, except as specified herein.

### 3.6.9 Payment for Hazardous Waste

Payment for disposal of hazardous waste will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead-containing materials delivered is returned and a copy is furnished to the Government.

END OF SECTION

CERTIFICATION OF FINAL CLEANING AND VISUAL INSPECTION

Individual abatement task as identified in paragraph,  
Description of Work \_\_\_\_\_

In accordance with the clearing and decontamination procedures specified in the Contractor's lead hazard abatement plan and this contract, the Contractor hereby certifies that he/she has thoroughly visually inspected the decontaminated regulated work area (all surfaces, including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, etc.) and has found no dust, debris, or lead containing material residue.

BY: (Contractor's signature) \_\_\_\_\_  
Date \_\_\_\_\_  
Print name and title \_\_\_\_\_

(Contractor's On-site Supervisor signature) \_\_\_\_\_  
Date .....  
Print name and title \_\_\_\_\_

(Contractor's CIH signature) \_\_\_\_\_  
Date .....  
Print name and title \_\_\_\_\_

CONTRACTING OFFICER ACCEPTANCE OR REJECTION

The Contracting Officer hereby determines that the Contractor has performed final cleaning and visual inspection of the decontaminated regulated work area (all surfaces including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, etc.) and by quality assurance inspection, finds the Contractor's final cleaning to be:

..... Acceptable

..... Unacceptable, Contractor instructed to reclean the LBP control work area

BY: Contracting Officer's Representative

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print name and title \_\_\_\_\_

SECTION 07920

JOINT SEALING

PART 1 GENERAL

## 1.1 REFERENCES

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

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

ASTM C 509	(1994) Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM C 570	(1994) Oil- and Resin-Base Caulking Compound for Building Construction
ASTM C 734	(1993) Low-Temperature Flexibility of Latex Sealants After Artificial Weathering
ASTM C 834	(1991) Latex Sealants
ASTM C 920	(1987) Elastomeric Joint Sealants
ASTM C 1085	(1991) Butyl Rubber-Based Solvent-Release Sealants
ASTM C 1184	(1991) Structural Silicone-Sealants
ASTM D 217	(1994) Cone Penetration of Lubricating Grease
ASTM D 1056	(1991) Flexible Cellular Materials - Sponge or Expanded Rubber
ASTM D 1565	(1981; R 1990) Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam)
ASTM E 84	(1994a) Surface Burning Characteristics of Building Materials

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES and as required/indicated for each Delivery Order:

SD-01 Data

Backing; FIO.

Bond-Breaker; FIO.

Sealant; FIO.

Manufacturer's descriptive data including storage requirements, shelf life, curing time, instructions for mixing and application, and primer data (if required). A copy of the Material Safety Data Sheet shall be provided for each solvent, primer or sealant material.

SD-13 Certificates

Sealant; FIO.

Certificates of compliance stating that the materials conform to the specified requirements.

### 1.3 ENVIRONMENTAL REQUIREMENTS

The ambient temperature shall be within the limits of 4 to 32 degrees C (40 to 90 degrees F) when the sealants are applied.

### 1.4 DELIVERY AND STORAGE

Materials shall be delivered to the job in the manufacturer's original unopened containers. The container label or accompanying data sheet shall include the following information as applicable: manufacturer, name of material, formula or specification number, lot number, color, date of manufacture, mixing instructions, shelf life, and curing time at the standard conditions for laboratory tests. Materials shall be handled and stored to prevent inclusion of foreign materials. Materials shall be stored at temperatures between 4 and 32 degrees C (40 and 90 degrees F) unless otherwise specified by the manufacturer.

## PART 2 PRODUCTS

### 2.1 BACKING

Backing shall be 25 to 33 percent oversize for closed cell and 40 to 50 percent oversize for open cell material, unless otherwise indicated.

#### 2.1.1 Rubber Backing

Cellular rubber sponge backing shall be ASTM D 1056, Type 1, open cell, or Type 2, closed cell, Class A, round cross section.

#### 2.1.2 PVC Backing

Polyvinyl chloride (PVC) backing shall be ASTM D 1565, Grade VO 12, open-cell foam, round cross section.

#### 2.1.3 Synthetic Rubber Backing

Synthetic rubber backing shall be ASTM C 509, Option I, Type I preformed rods or tubes.

### 2.2 BOND-BREAKER

Bond-breaker shall be as recommended by the sealant manufacturer to prevent adhesion of the sealant to backing or to bottom of the joint.

### 2.3 PRIMER

Primer shall be non-staining type as recommended by sealant manufacturer for the application.

## 2.4 CAULKING

Oil- and resin-based caulking, shall be ASTM C 570.

## 2.5 LATEX SEALANT

Latex Sealant, shall be ASTM C 834.

## 2.6 ELASTOMERIC SEALANTS

Elastomeric sealants shall conform to ASTM C 920 and the following:

- a. Polysulfide Sealant: Polysulfide sealant, Type S or M, Grade NS, Class 12.5, Use as indicated.
- b. Polyurethane Sealant: Polyurethane sealant, Grade NS, Class 12.5, Use as indicated.
- c. Silicone Sealant: Silicone sealant, Type S or M, Grade NS, Class 12.5, Use as indicated.
- d. Structural Silicone Sealant: Structural silicone sealant, ASTM C 1184, Type S or M, use as indicated.

## 2.7 ACOUSTICAL SEALANT

Rubber or polymer-based acoustical sealant shall have a flame spread of 25 or less and a smoke developed rating of 50 or less when tested in accordance with ASTM E 84. Acoustical sealant shall have a consistency of 250 to 310 when tested in accordance with ASTM D 217, and shall remain flexible and adhesive after 500 hours of accelerated weathering as specified in ASTM C 734, and shall be non-staining.

## 2.8 BUTYL SEALANT

Butyl sealant, shall be ASTM C 1085.

## 2.9 PREFORMED SEALANT

Preformed sealant shall be polybutylene or isoprene-butylene based pressure sensitive weather resistant tape or bead sealant capable of sealing out moisture, air and dust when installed as recommended by the manufacturer. At temperatures from minus 30 to plus 160 degrees F, the sealant shall be non-bleeding and shall have no loss of adhesion.

### 2.9.1 Tape Sealant

Tape sealant: cross-section dimensions shall be as indicated.

## 2.9.2 Bead Sealant

Bead sealant: cross-section dimensions shall be as indicated.

## 2.9.3 Foam Strip

Foam strip shall be polyurethane foam; cross-section dimensions shall be as indicated. Foam strip shall be capable of sealing out moisture, air, and dust when installed and compressed as recommended by the manufacturer. Service temperature shall be minus 40 to plus 275 degrees F. Untreated strips shall be furnished with adhesive to hold them in place. Adhesive shall not stain or bleed into adjacent finishes. Treated strips shall be saturated with butylene waterproofing or impregnated with asphalt.

## 2.10 SOLVENTS AND CLEANING AGENTS

Solvents, cleaning agents, and accessory materials shall be provided as recommended by the manufacturer.

## PART 3 EXECUTION

### 3.1 GENERAL

#### 3.1.1 Surface Preparation

The surfaces of joints to be sealed shall be dry. Oil, grease, dirt, chalk, particles of mortar, dust, loose rust, loose mill scale, and other foreign substances shall be removed from surfaces of joints to be in contact with the sealant. Oil and grease shall be removed with solvent and surfaces shall be wiped dry with clean cloths.

#### 3.1.2 Concrete and Masonry Surfaces

Where surfaces have been treated with curing compounds, oil, or other such materials, the materials shall be removed by sandblasting or wire brushing. Laitance, efflorescence and loose mortar shall be removed from the joint cavity.

#### 3.1.3 Steel Surfaces

Steel surfaces to be in contact with sealant shall be sandblasted or, if sandblasting would not be practical or would damage adjacent finish work, the metal shall be scraped and wire brushed to remove loose mill scale. Protective coatings on steel surfaces shall be removed by sandblasting or by a solvent that leaves no residue.

#### 3.1.4 Aluminum Surfaces

Aluminum surfaces to be in contact with sealants shall be cleaned of temporary protective coatings. When masking tape is used for a protective cover, the tape and any residual adhesive shall be removed just prior to applying the sealant. Solvents used to remove protective coating shall be as recommended by the manufacturer of the aluminum work and shall be non-staining.

#### 3.1.5 Wood Surfaces

Wood surfaces to be in contact with sealants shall be free of splinters and sawdust or other loose particles.

### 3.2 APPLICATION

#### 3.2.1 Masking Tape

Masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer or sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.

#### 3.2.2 Backing

Backing shall be installed to provide the indicated sealant depth. The installation tool shall be shaped to avoid puncturing the backing.

#### 3.2.3 Bond-Breaker

Bond-breaker shall be applied to fully cover the bottom of the joint without contaminating the sides where sealant adhesion is required.

#### 3.2.4 Primer

Primer shall be used on concrete masonry units, wood, or other porous surfaces in accordance with instructions furnished with the sealant. Primer shall be applied to the joint surfaces to be sealed. Surfaces adjacent to joints shall not be primed.

#### 3.2.5 Sealant

Sealant shall be used before expiration of shelf life. Multi-component sealants shall be mixed according to manufacturer's printed instructions. Sealant in guns shall be applied with a nozzle of proper size to fit the width of joint. Joints shall be sealed as detailed in the drawings. Sealant shall be forced into joints with sufficient pressure to expel air and fill the groove solidly. Sealant shall be installed to the indicated depth without displacing the backing. Unless otherwise indicated, specified, or recommended by the manufacturer, the installed sealant shall be tooled so that the surface is uniformly smooth and free of wrinkles and to assure full adhesion to the sides of the joint. Sealants shall be installed free of air pockets, foreign embedded matter, ridges and sags. Sealer shall be applied over the sealant when and as specified by the sealant manufacturer.

### 3.3 CLEANING

The surfaces adjoining the sealed joints shall be cleaned of smears and other soiling resulting from the sealant application as work progresses.

END OF SECTION

SECTION 09900

## PAINTING, GENERAL

## PART 1 GENERAL

## 1.1 REFERENCES

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

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 150	(1992) Portland Cement
ASTM D 4214	(1989) Evaluating Degree of Chalking of Exterior Paint Films

## FEDERAL SPECIFICATIONS (FS)

FS TT-C-555	(Rev. B; Am. 1) Coating, Textured (for Interior and Exterior Masonry Surfaces)
FS TT-E-487	(Rev. E; Am. 1) Enamel: Floor and Deck
FS TT-E-489	(Rev. H) Enamel, Alkyd, Gloss, Low Voc Content
FS TT-E-496	(Rev. B; Am. 3) Enamel, Heat Resisting (400 degrees F), Black
FS TT-E-505	(Rev. B) Enamel (Odorless, Alkyd, Interior, High Gloss)
FS TT-E-509	(Rev. C) Enamel, Odorless, Alkyd, Interior, Semigloss, White and Tints
FS TT-E-545	(Rev. C) Primer (Enamel-Undercoat, Alkyd, Odorless, Interior Flat, Tints and White)
FS TT-F-1098	(Rev. D) Filler, Block, Solvent-Thinned, for Porous Surfaces (Concrete Block, Cinderblock, Stucco, Etc.)
FS TT-P-19	(Rev. D; Am. 1) Paint, Latex (Acrylic Emulsion, Exterior Wood and Masonry)
FS TT-P-29	(Rev. K) Paint, Latex
FS TT-P-30	(Rev. E; Am. 1) Paint, Alkyd, Odorless, Interior, Flat White and Tints
FS TT-P-38	(Rev. E) Paint, Aluminum, (Ready Mixed)
FS TT-P-95	(Rev. C; Am. 1) Paint, Rubber: For Swimming Pools and Other Concrete and Masonry Surfaces
FS TT-P-102	(Rev. F) Paint, Oil (Alkyd Modified, Exterior, White and Tints)

FS TT-P-645	(Rev. B) Primer, Paint, Zinc Molybdate, Alkyd Type
FS TT-P-650	(Rev. D) Primer Coating, Latex Base, Interior, White (for Gypsum Wallboard or Plaster)
FS TT-P-1511	(Rev. B) Paint, Latex (Gloss and Semigloss, Tints and White) (For Interior Use)
FS TT-S-711	(Rev. C) Stain; Oil Type, Wood, Interior
FS TT-S-001992	(Basic) Stain, Latex, Exterior for Wood Surfaces
FS TT-V-119	(Rev. D; Amd. 2) Varnish, Spar, Phenolic-Resin
FS TT-V-121	(Rev. H) Varnish, Spar, Water Resisting

#### STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC-SP 3	(1989) Power Tool Cleaning
SSPC-SP 7	(1991) Brush-Off Blast Cleaning
SSPC-Paint 5	(1991) Zinc Dust, Zinc Oxide and Phenolic Varnish Paint
SSPC-Paint 21	(1991) White or Colored Silicone Alkyd Paint
SSPC-Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead or Chromate)

#### WASHINGTON ADMINISTRATION CODE (WAC)

296-24-675 thru 67701	Safe Practices of Abrasive Blasting Operations, Ventilation
296-62-07521	Lead
296-62-071 thru 07121	Respiratory Protection
296-65-012	Asbestos Supervisor Certification

### 1.2 DEFINITIONS

#### 1.2.1 Paint

The term "paint" as used herein includes emulsions, enamels, paints, stains, varnishes, sealers, cement-emulsion filler, and other coatings, whether used as prime, intermediate, or finish coat.

#### 1.2.2 Complete Hiding

The application of one or more coats of paint to all surfaces such that an additional overcoat of paint of the color and tint identical to the previous coat will not alter the color, shade or texture of any portion of the painted surface. At least two coats of paint shall be applied to bare surfaces.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES and as required/indicated for each Delivery Order:

#### SD-01 Data

Manufacturer's Catalog Data; FIO.

The contractor shall submit the names, quantity represented, and intended use for the proprietary brands of materials proposed to be substituted for the specified materials when the required quantity of a particular color is 50 gallons or less.

Building List; FIO.

Provide a list of buildings requiring cement asbestos siding removal.

#### SD-06 Instructions

Manufacturer's Instructions; FIO.

Manufacturer's current printed product description and materials safety and technical data sheets shall be furnished for all coating systems. Detailed mixing, thinning and application instructions, minimum and maximum application temperature, and curing and drying times between coats shall be furnished for all paints. Detailed application instructions shall be furnished for textured coatings.

#### SD-08 Statements

Demolition Plan; FIO.

Plan showing compliance with WAC 296-24-675 thru 67701 and 296-62-07521.

Respiratory Plan; FIO.

Plan showing compliance with WAC 296-62-071 thru 07121.

#### SD-09 Reports

Test Reports; FIO.

The Contractor shall furnish a statement as to the quantity represented and the intended use, plus the following test report for batches in excess of 50 gallons:

- a. A test report showing that the proposed batch to be used meets all specification requirements, or;
- b. A test report showing that a previous batch of the same formulation as the batch to be used met all specification requirements, plus, on the proposed batch to be used, a report of test results for

properties of weight per gallon, viscosity, fineness of grind, drying time, color, and gloss.

#### SD-13 Certificates

Certificates of Compliance; FIO.

Except for lead-based metal primers for use in concealed spaces, a certificate of compliance shall be furnished attesting that all paints proposed for use in residential structures or other structures which are readily accessible to children contain not more than 0.06 percent lead, as defined in paragraph "HAZARDOUS MATERIALS RESTRICTIONS."

Worker Training Certificates; FIO.

The contractor must submit certificates showing that workers have been properly trained for lead or asbestos removal.

Supervisor; FIO.

Submit one asbestos worker's supervisor certification in accordance with WAC 296-65-012.

Permits; FIO.

#### SD-14 Samples

Paint; FIO.

While the material is at the site or source of supply, and at a time agreeable to the Contractor and the Contracting Officer, at the discretion of the Government, a 1-quart or five gallon sample of each color and batch, except for quantities of 50 gallons or less, shall be taken by random selection made by the Government from the sealed or unsealed containers by the Contractor in the presence of a representative of the Contracting Officer. The contents of the sampled containers shall be thoroughly mixed to ensure that the sample is representative. Samples shall be identified by designated name, specification number, manufacturer name and address, batch number, project contract number, intended use, and quantity involved.

Color Chips; FIO.

Submit one color chip per each type of paint and color painted in strips 2 inches by 6 inches (minimum) for shade differences.

### 1.4 PACKAGING, LABELING, AND STORAGE

Paints shall be in sealed containers that legibly show the designated name, formula or specification number, batch number, color, quantity, date of manufacture, manufacturer's formulation number, manufacturer's directions including any warnings and special precautions, and name of manufacturer. Pigmented paints shall be furnished in containers not larger than 5 gallons. Paints shall be stored on the project site or segregated at the source of supply sufficiently in advance of need to allow 30 days for testing. Emulsion paints shall be stored to prevent freezing.

### 1.5 COLORS AND TINTS

Colors shall be selected from manufacturer's standard colors. Stains shall conform in shade to manufacturer's standard color. The color of the undercoats shall vary slightly from the color of the next coat.

#### 1.5.1 Exterior Painting

The Contractor must verify colors with Contracting Officer prior to painting.

#### 1.5.2 Interior Painting of Buildings

The Contractor must verify colors with Contracting Officer prior to painting. Accent colors are allowed as ordered by the Contracting Officer or his authorized representative.

##### 1.5.2.1 Basic Colors

The Contractor must verify colors with Contracting Officer prior to painting.

##### 1.5.2.2 Accent Colors

Accent colors are allowed as ordered by the Contracting Officer or his authorized representative.

### 1.6 APPROVAL OF MATERIALS

When samples are tested, approval of materials will be based on tests of the samples; otherwise, materials will be approved based on test reports furnished with them. If materials are approved based on test reports furnished, samples will be retained by the Government for testing should the materials appear defective during or after application. In addition to any other remedies under the contract the cost of retesting defective materials will be at the Contractor's expense.

### 1.7 ENVIRONMENTAL CONDITIONS

Unless otherwise recommended by the paint manufacturer, the ambient temperature shall be between 45 and 95 degrees F when applying coatings other than epoxy, moisture-cure polyurethane, and liquid glaze coatings. Epoxy, moisture-cure polyurethane and liquid glaze coatings shall be applied only when ambient temperature is between 50 and 90 degrees F. Paints shall be applied only to surfaces that are completely free of moisture as determined by sight or touch. In addition, the moisture content of wood surfaces shall not exceed 15%. Moisture content shall be measured by electronic moisture meter. In no case shall paint be applied to surfaces which have visible frost or ice.

## PART 2 PRODUCTS

### 2.1 MATERIALS

Materials shall conform to the respective specifications listed for use and to the requirements herein except when the required amount of a material of a particular color is 50 gallons or less, in which case an approved first-line proprietary paint material with similar intended usage and color to that specified may be used.

### 2.1.1 Cement-Emulsion Fill Coat:

Fill coat shall be acrylic-based and shall consist of the following:

- a. White portland cement: 16.5 pounds.
- b. Aggregate: 33.5 pounds.
- c. Mixing liquid: 0.75 gallon.
- d. Potable water: 1.0 gallon maximum
- e. Exterior emulsion paint: 1.0 gallon

#### 2.1.1.1 White Portland Cement

The white portland cement shall conform to ASTM C 150, Type I. The aggregate shall be washed silica sand of the following gradation:

<u>U.S. Sieve Size</u>	<u>Percent Sand (by Weight) Passing Individual Sieve</u>
20	100
30	95 - 100
50	30 - 65
100	0 - 10
200	0 - 1

#### 2.1.1.2 Mixing Liquid

The mixing liquid shall be a factory-prepared acrylic containing 46 to 47 percent solids. The exterior emulsion paint shall be exterior acrylic emulsion paint conforming to FS TT-P-19D.

### 2.1.2 Exterior Oil Paint

Exterior oil paint shall conform to the following:

- a. White and Tints: FS TT-P-102, Type II.
- b. Red or Brown: FS TT-P-52.

### 2.1.3 Ferrous-Metal Primer

Ferrous-metal primer shall conform to SSPC-Paint 25.

### 2.1.4 Fungicide

Material specified for all coats shall contain a fungicide that will not adversely affect the color, texture, or durability of the coating. The paint shall contain a fungicide incorporated into the paint by the manufacturer and shall meet the fungus resistance test specified in FS TT-P-19.

### 2.1.5 International Orange Enamel

Enamel shall conform to FS TT-E-489.

### 2.1.6 Enamel Sealer

Conditioner or enamel sealer, to be used on enamel to be covered by latex, shall be a sealer manufacturer's recommended product.

### 2.1.7 Alkyd Sanding Sealer

Alkyd sanding sealer for interior stained or natural wood shall be a manufacturer's standard product compatible with stains, sealers, shellacs, and varnishes. Knot sealer shall be a manufacturer's standard product.

### 2.1.8 Patching Material

Gypsum and plaster patching and taping material shall conform to gypsum and plaster manufacturer's recommended material.

### 2.1.9 Concrete Primer Sealer

Concrete primer sealer shall be a paint manufacturer's recommended standard.

### 2.1.10 Galvanized Metal Pretreatment

Galvanized metal pretreatment shall be a quick drying zinc dust, zinc oxide, and phenolic varnish paint conforming to SSPC-Paint 5.

## 2.2 HAZARDOUS MATERIALS RESTRICTIONS

Paints and painting practices shall comply with all applicable state and local laws enacted to insure compliance with Federal Clean Air Standards.

### 2.2.1 Lead

Except for lead-based metal primers for use in concealed spaces, paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal) shall not be used in residential structures or other structures which are readily accessible to children.

If Toxicity Characteristics Leaching Procedure (TCLP) analysis of paint chip samples of removed paint particles exceeds maximum allowable concentration, all solid materials that could be contaminated with solid particles of paint shall be collected and containerized in a Department of Transportation Specification 1A2 container (open-head, 55-gallon drum). Drums shall be labelled in accordance with WAC 173-303.

### 2.2.2 Mercury

Mercurial fungicides shall not be used in exterior oil paints.

## 2.3 SURFACE PREPARATION

Items not to be painted which are in contact with or adjacent to painted surfaces shall be removed or protected prior to surface preparation and painting operations. Exposed ferrous metals, including nails on or in contact with surfaces to be painted, shall be spot-primed with a suitable corrosion-inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas. All surfaces shall be clean and free of foreign matter before application of paint or surface treatments. Oil and grease shall be removed with clean cloths and cleaning solvents prior to mechanical cleaning. Cleaning solvents shall be of low toxicity with a flashpoint in excess of 100 degrees F. Cleaning shall be programmed so that dust and other contaminants will not fall on wet, newly painted surfaces. Items removed prior to painting shall be replaced when painting is completed. Calk all joints in accordance with SECTION 07920 JOINT SEALING. Surfaces not to be painted shall remain in the condition at which they existed prior to the surface preparation and painting operation or they shall be restored to an equal or superior condition. Disconnect and move equipment and furniture adjacent to walls to permit the wall surfaces to be painted behind them. Replace and reconnect equipment and furniture when painting is complete. Complete maintenance, repair, and correction is considered to be part of surface preparation. Surface preparation as described in these specifications shall be considered as included in the Unit Price Book cost of painting and/or staining and shall not be priced separately.

### 2.3.1 Water Spray Cleaning

Water spray cleaning shall be of sufficient duration to remove all chalk or deteriorated material from the surface to be painted or shall be followed by other methods. Specific cleaning methods in addition to high pressure water spray shall be as specified for the individual materials involved. Incorporate steam, detergent and solvent into the high-pressure spray system whenever cold water will not remove all foreign materials. Care shall be taken that high-pressure spray does not damage any surface nor intrude into the building and that wash solution does not damage adjacent areas and surfaces. Maintain equipment in good repair at all times so that full effectiveness of spray is accomplished.

#### 2.3.1.1 Abrasive Blasting

Not authorized.

#### 2.3.1.2 Areas with Mildew

Remove mildew from all surfaces to be painted by scrubbing the surface with a solution consisting of 1 pound of hypochlorite bleach per gallon of warm water. Additional bleach may be required in heavily mildewed areas. Rinse surfaces to remove cleaning materials and allow to dry completely before repainting.

#### 2.3.1.3 Areas with Existing Lead Painted Surfaces

Comply with the requirements in Section 02090 LEAD PAINT ABATEMENT.

### 2.3.2 Smoke and Fire Damaged Areas

Clean and wash down smoke and fire damaged areas adequately to allow proper adhesion of paint

and removal of smoke odors. Smoke damaged material shall be sealed with commercial sealer such as BIN pigmented shellac (white).

### 2.3.3 Scheduling of Repairs and Surface Preparation

Schedule repairs and surface preparation for completion and report to DEH Contract Management Branch at least 4 hours prior to scheduled completion time. Complete preparation within 2 hours of scheduled time. Paint shall not be applied until after the scheduled completion time or after inspection by the Government whichever comes earlier.

### 2.3.4 Removal of Existing Coatings

Remove existing coatings or block fillers which are blistered, peeling, or are in other than sound condition using scrapers, wire brushes, or other appropriate methods. Unless otherwise specified, remove unsound coatings to a point where the coating is firmly adhering to any previous coatings and to the substrate. The coating firmly adhering to the previous coatings shall have a smooth transition. No burning will be permitted.

### 2.3.5 Exterior Surface Preparation

The Contractor shall have the surface prepared areas approved prior to any painting of that surface.

### 2.3.6 Surface Preparation Specifications

Follow the general requirements for surface preparation and the following additional requirements.

#### 2.3.6.1 Concrete, Stucco, and Masonry Surfaces

Glaze, efflorescence, laitance, dirt, grease, oil, asphalt, surface deposits of free iron and other foreign matter shall be removed prior to painting.

##### 2.3.6.1.1 Cement-Emulsion Filler

Immediately before coating, surfaces to be painted shall be dampened uniformly and thoroughly, with no free surface water visible, by several applications of potable water with a fog spray, allowing time between the sprayings for water to be absorbed.

##### 2.3.6.1.2 Concrete and Masonry Surfaces to Receive Sealer

Follow the manufacturer's recommended surface preparation directions.

#### 2.3.6.2 Ferrous Surfaces

Ferrous surfaces shall be solvent- cleaned. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be cleaned mechanically with power tools according to SSPC-SP3 or by sandblasting according to SSPC-SP7. After cleaning, one coat of ferrous-metal primer shall be applied to all ferrous surfaces to receive paint other than asphalt varnish and vinyl paint. Ferrous surfaces shall be protected from corrosion by treating and touching up corroded areas immediately upon detection.

### 2.3.6.3 Gypsum Board Surfaces

Repair holes, cracks, and surface imperfections by filling and patching using the perforated tape system comprised of cementing plaster in conjunction with fiber perforated tape. All such patches shall be allowed to dry, be sanded smooth, and primed prior to any subsequent painting. Gypsum board surfaces shall be dry and shall have all loose dirt and dust removed by brushing with a soft brush, rubbing with a dry cloth, or vacuum-cleaning prior to application of the first-coat material.

### 2.3.6.4 Plaster Surfaces

Plaster shall age at least 30 days before painting. Plaster shall be clean, free from loose matter and surface irregularities, and shall have an instrument-measured moisture content not exceeding 8 percent. Patching of plaster shall match existing work in texture and finish. At junction with existing plaster, finish shall be flush and smooth.

### 2.3.6.5 Wood Surfaces

Wood surfaces to be painted shall be cleaned of foreign matter. Any bare substrate shall be sanded smooth and primed. Wood surfaces adjacent to surfaces to receive paint shall be primed and/or touched up before applying paints. Small, dry seasoned knots shall be scraped, cleaned, and given a thin coat of commercial knot sealer before application of the priming coat. Pitch on large, open, unseasoned knots and all other beads or streaks of pitch shall be scraped off, or, if it is still soft, removed with mineral spirits or turpentine, and the resinous area shall be thinly coated with knot sealer. Surfaces shall be checked to ensure that finishing nails have been properly set, and all holes and surface imperfections shall be primed. After priming, all holes and imperfections in finish surfaces shall be filled with putty or plastic wood filler, colored to match the finish coat if natural finish is required, allowed to dry, and sanded smooth with sandpaper. Putty or wood filler used shall be compatible with subsequent coatings. Painting shall proceed when the moisture content of the wood does not exceed 15 percent as measured by a moisture meter, unless otherwise authorized.

#### 2.3.6.5.1 Interior Wood Surfaces

Interior wood surfaces to receive stain including handrails, seats, and pews shall be sanded or shall be stained to the approved shade and lightly sanded. In addition, oak and other open-grain wood shall be given a coat of wood filler not less than 8 hours after the application of stain. Excess filler shall be removed and the surface sanded smooth.

#### 2.3.6.5.2 Wood Surfaces with Natural Finish

Wood surfaces with natural finish shall be stripped and sanded smooth for painting. Wood surfaces to receive stain shall be sanded or shall be stained to the approved shade and lightly sanded. In addition, oak and other open-grain wood shall be given a coat of wood filler not less than 8 hours after the application of stain. Excess filler shall be removed and the surface sanded smooth. Lightly sand each varnish coat prior to the application of the subsequent coat.

#### 2.3.6.5.3 Plywood Panels

Strip plywood panels with high density overlay and peeling paint of all paint and prime and paint with an approved paint compatible with overlays.

### 2.3.7 Surfaces Previously Painted

Previously painted surfaces specified to be repainted shall be thoroughly cleaned of all grease, dirt, dust or other foreign matter. Blistering, cracking, flaking and peeling or other deteriorated coatings shall be removed. Slick surfaces shall be roughened. Damaged areas such as, but not limited to, nail holes, cracks, chips, and spalls shall be repaired with suitable material to match adjacent undamaged areas. Rusty metal surfaces shall be cleaned as per SSPC requirements. Solvent, mechanical, or chemical cleaning methods shall be used to provide surfaces suitable for painting. Chalk shall be removed so that when tested in accordance with ASTM D 4214, the chalk resistance rating is not less than 8. New proposed coatings shall be compatible with existing coatings. If existing surfaces are glossy, the gloss shall be reduced.

### 2.3.8 Complete Maintenance, Repair and Correction (CMR&C)

This work includes complete maintenance, repair and correction of all surfaces and features to be painted, including but not limited to, walls, porch floors, doors, windows, and screens. All corrected or repaired work shall be carried to completion prior to start of painting of each individual building. Workmanship and finishing shall be compatible with adjacent surfaces and material shall match existing where applicable. Painting and finishing of all replacement material or equipment shall be as specified.

#### 2.3.8.1 Material

All materials used for replacement or repair shall be of the same shape, size, kind, class and type material as the item being repaired and/or replaced. Exceptions may be allowed upon approval by the Contracting Officer of "equal or better" material.

#### 2.3.8.2 Exterior Wood Surfaces

Exterior wood surfaces including siding, trim, fascia, steps, porch floors, window trim and frames, and all other exterior wood surfaces which are damaged or deteriorated including missing, cracked and/or broken exterior wood items shall be corrected, cleaned, patched and/or replaced to match existing adjacent surfaces.

#### 2.3.8.3 Dry Rot

Remove dry rot starting in otherwise sound material and replace with acceptable material. Seal with caulking.

#### 2.3.8.4 Loosened Boards and Siding

Renail loosened boards and siding with galvanized or nonferrous nails of appropriate size and design. Set backed out nails and cinch nail as needed. Putty set or fill holes.

#### 2.3.8.5 Gutters and Downspouts

Clean inside and out and flush gutters and downspouts. Secure loose fastenings and anchors. Replace missing or damaged anchors. Replacement of missing sheet metal items except anchoring devices is not part of this contract.

#### 2.3.8.6 Concrete and Masonry Surfaces

Concrete or masonry surfaces to be painted including brick, blocks, concrete, stone and stucco walls which are damaged or deteriorated shall be corrected, cleaned, patched and/or replaced to match existing adjacent surfaces. Clean masonry using a masonry sealer's standard cleaning product which meets the OSHA and EPA non-toxic criteria.

#### 2.3.8.7 Mortar Joints

Deteriorated mortar shall be removed from mortar joints in masonry by raking, chipping, or sawing as needed.

#### 2.3.8.8 Exterior Trim

Exterior trim including doors, windows, window frames, and window screen frames which are damaged or deteriorated, or poorly fitting but not requiring replacement, shall be corrected and adjusted to conform to existing adjacent surfaces. Make usable windows operational if windows are functional prior to painting. Complete replacement of doors, windows, and window frames is not part of this contract. Report all doors, windows, and window frames requiring replacement because of deteriorated conditions on the Daily Inspection Report prior to start of surface preparations. Wood doors which are delaminating or have holes shall be filled with wood filler to create a flush, smooth surface.

#### 2.3.8.9 Putty and Glazing Compounds

All putty and glazing compounds are assumed to be asbestos containing, and all work associated with these compounds shall be in accordance with Sections 01061 ENVIRONMENTAL PROTECTION and SECTION 02080 ASBESTOS ABATEMENT for asbestos containing materials. Loose putty and glazing compounds shall be removed from window sash. The rabbet shall be scraped clean and primed with half and half mix of boiled linseed oil and an oil paint prior to reglazing. Glass shall be glazed in accordance with SECTION 08810 GLAZING.

#### 2.3.8.10 Cement Asbestos Shake Siding

Replace any broken or missing shakes. The contractor shall be responsible for any breakage caused by his operation. New shakes shall match existing and shall be secured with nonferrous nails recommended by the manufacturer. Work shall be done in accordance with Section 02080, ASBESTOS ABATEMENT.

#### 2.3.8.11 Security Screens

All permanent aluminum or steel security screens shall be removed to allow preparation and painting of the window and frame behind. After the painting is completed, the security screen shall be replaced over the window and fixed with new lag bolts into the structure. The bolts shall be spot welded to the screen frame. Any damage to the security screen due to the removal operation shall be repaired at no further expense to the Government. Any security screens and frames shall be painted to match the window behind.

### PART 3 EXECUTION

### 3.1 MIXING AND THINNING

Paint that is to be applied by roller or brush shall not be thinned. Unless otherwise recommended by the manufacturer, paint to be applied by conventional or airless spray may be thinned immediately prior to application with not more than 1 pint of suitable thinner per gallon when necessary to suit conditions of surface, temperature, weather, and application methods. The use of thinner shall not relieve the contractor from obtaining complete hiding, full film thickness, or required gloss. Paints of different manufacturers shall not be mixed. Paint shall be brought to the job site in sealed, unopened containers. Paints shall not be mixed or thinned offsite and then delivered to the point of application; paints shall be mixed onsite.

#### 3.1.1 Cement-Emulsion Fill Coat

Cement and aggregate shall be dry-mixed so that uniform distribution and intermixing are obtained. Mixing liquid and one-half of the total amount of water shall be premixed and added gradually to the white portland cement and aggregate with constant stirring until a thick, smooth material is obtained. Emulsion paint shall then be added to the mixture and stirred until uniformity is obtained. The blend shall have a thick, creamy consistency. The remainder of the water shall be added, if necessary, to obtain a material with adequate application properties. Blending resin emulsion or emulsion paint with any other component shall be done with caution; too rapid an agitation will cause air entrapment and foaming.

### 3.2 APPLICATION

Apply prime coat with a brush or roller only. Prime coat shall be a different color than finish coat. Finish coat may be applied by brush, roller, or spray. Follow manufacturer's instructions when applying masonry sealer. At the time of application, paint shall show no signs of deterioration. Uniform suspension of pigments shall be maintained during application. Each coat of paint shall be applied so dry film shall be of uniform thickness and free from runs, drops, ridges, waves, pinholes or other voids, laps, brush marks, and variations in color, texture, and finish. Hiding shall be complete. Rollers for applying paints and enamels shall be of a type designed for the coating to be applied and the surface to be coated. Special attention shall be given to ensure that all edges, corners, crevices, welds, and rivets receive a film thickness equal to that of adjacent painted surfaces. Paints, except water-thinned types, shall be applied only to surfaces that are completely free of moisture as determined by sight or touch. Prepare surfaces in such a manner that when paint is applied and dry, there is no further raising of the previous coats of paint. If the new coat of paint causes an appearance of the surfaces raising or peeling, clean and repaint the area at no additional cost to the Government. Feather-in old paint by sandpaper prior to coating. Carry out sufficient surface preparation and priming to prevent additional peeling and lifting of old paint.

#### 3.2.1 Ventilation

Adequate ventilation shall be provided during paint application. Respirators shall be worn by all persons engaged in spray painting. Adjacent areas shall be protected by approved precautionary measures.

#### 3.2.2 First Coat

The first coat on plaster, gypsum wallboard, and other surfaces shall include repeated touching up of

suction spots or overall application of primer or sealer to produce uniform color and gloss. The first coat on both faces of wood doors shall be applied at essentially the same time. Glazed doors and sashes shall be given both coats of paint within 3 weeks of the time they are glazed, but not before the glazing material has set; paint shall overlay glass about 70 mils all around. Each varnish coat shall be sanded lightly prior to application of subsequent coats.

### 3.2.3 Time Between Surface Preparation and Painting

Surfaces that have been cleaned, pretreated, and otherwise prepared for painting shall be given a coat of the specified first coat as soon as practical after such pretreatment has been completed, but prior to any deterioration of the prepared surface.

### 3.2.4 Coating Progress

Sufficient time shall elapse between successive coats to permit proper drying. This period shall be modified as necessary to suit weather conditions. Oil-based or oleoresinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause the undercoat to lift or lose adhesion.

### 3.2.5 Masonry Surfaces

Masonry surfaces may be coated by brush, roller, or spray, except when using filler coats. When using fillers, surface voids shall be filled; however, surface irregularities need not be completely filled. The filler dry film shall be uniform and free of pinholes. The filler shall not be applied over caulking compound.

#### 3.2.5.1 Cement-Emulsion Filler

Cement-emulsion filler shall be scrubbed into the surface vigorously with a stiff-bristled brush having tamico or palmyra bristles not longer than 2- 1/2 inches. At least 24 hours shall elapse before applying exterior emulsion paint over cement-emulsion filler. When the ambient temperature is over 85 degrees F, cement-emulsion filler surfaces shall be dampened lightly with a fog spray of potable water immediately prior to application of the subsequent paint coat.

### 3.2.6 Metal Surfaces

First coats other than vinyl paints or vinyl-type wash coats shall be applied by brush. The three-coat paint systems specified for exterior and interior ferrous surfaces shall be applied so that their dry-film thickness at any point shall be not less than 4.0 mils, with the primer having minimum dry-film thickness of 1.5 mils.

### 3.2.7 Textured Coating

Application shall be as specified in the manufacturer's printed directions at a rate of 45 to 55 square feet per gallon in one coat.

## 3.3 MISCELLANEOUS:

### 3.3.1 Window Sash

Sash shall be opened for the painting of each coat. After the finish coat on the sash is dry, all sash shall be made to open and close freely and shall continue to be free after the paint has set. This shall be accomplished in such a manner as to not damage the sash stops, casings and new paint. All missing, weathered, and deteriorated glazing putty on sash and doors shall be replaced. Keep paint out of sash runs.

### 3.3.2 Artwork/Logos

Artwork and logos shall be painted over, to match designated building finish coats. Artwork and logos shall be masked and sealed to prevent bleed through of colors. Contractor shall seal incompatible paint as necessary to ensure that the specified paint adheres properly.

### 3.4 SURFACES TO BE PAINTED

Surfaces listed in the "PAINTING SCHEDULE", other than those listed in paragraph "SURFACES NOT REQUIRING PAINTING", shall receive the surface preparation, paints, and minimum number of coats prescribed in the schedule.

### 3.5 SURFACES NOT REQUIRING PAINTING

The following listed items will not require painting:

- 3.5.1 Unpainted aluminum, except roof vents.
- 3.5.2 Unpainted brick, concrete, tile, and concrete blocks.
- 3.5.3 Insect cloth.
- 3.5.4 Street and traffic signs, sign posts.
- 3.5.5. Fire hydrants.
- 3.5.6 Electrical service entrances and panels.
- 3.5.7 Fire sprinkler heads.
- 3.5.8 Fluorescent painted building numbers.
- 3.5.9 Smoke detectors.
- 3.5.10 Heat detectors.
- 3.5.11 Protector wire.
- 3.5.12 Aero tubing.
- 3.5.13 Fire Alarm Pull Boxes
- 3.5.14 Items to be cleaned but not painted include:

3.5.14.1 Glass to within 1/16 inch of the mullion or frame.

3.5.14.2 Hardware, except hardware prime-coated for painting.

3.5.14.3 Electrical Fixtures, Toggles, Receptacles, and Device Plates

Device plates may either be cleaned or replaced with ivory-plastic plates, except that where stainless steel device plates exist, replacements must be in kind and where yellow device plates identify the emergency systems, replacement must be yellow (e.g. at medical facilities).

3.5.14.4 Rubber or vinyl cove baseboard.

3.5.14.5 Interior Door Hinges

Contractor shall remove built up paint from door hinges.

3.5.14.6 Windows that have been previously painted for privacy.

### 3.6 CLEANING

Cloths, cotton waste and other debris that might constitute a fire hazard shall be placed in closed metal containers and removed at the end of each day to include all unused paint and equipment. Upon completion of the work, staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint and other deposits on adjacent surfaces shall be removed and the entire job left clean and acceptable.

3.6.1 Surfaces Not to be Painted

Remove dirt and paint from items not requiring paint and from adjacent surfaces regardless of who put the paint on the surface. Remove or strip paint from surfaces not to be painted where paint was previously applied sloppily and in an unworkmanlike manner.

### 3.7 PAINTING SCHEDULE

The "PAINTING SCHEDULE" at the end of this section prescribes the surfaces to be painted and the minimum number and types of coats of paint required.

3.7.1 Surface Preparation

Except as otherwise specified, surface preparation is defined in the paragraph SURFACE PREPARATION of this section of the specification.

3.7.2 Final Coat

The final coat is the number of coats to be applied to provide complete hiding. For example, two coats of paint may be required to hide a surface, even though the painting schedule uses the word "finish coat".

3.7.3 Contractor's Options

The PAINTING SCHEDULE provides for Contractor's options as specified by the word "or" between options for one coat and "---or---" between options for coating systems.

PAINTING SCHEDULE

<u>Surface</u>	<u>First Coat</u>	<u>* Finish Coat</u>	<u>Final Coat</u>
Exterior concrete masonry units.	Cement Emulsion filler.	FS TT-P-19	Manufacturer's recommended Polysiloxane
Exterior concrete surfaces.	FS TT-P-19	FS TT-P-19	
Exterior concrete, brick, stone, and concrete masonry units to be sealed.	Manufacturer's recommended polysiloxane clear sealer.		
<u>Surface</u>	<u>First Coat</u>	<u>* Finish Coat</u>	<u>Final Coat</u>
Exterior wood trim except doors and frames.	FS TT-P-19	FS TT-P-19	
Exterior wood doors and frames.	FS TT-P-19	FS TT-P-19	
Exterior wood doors to receive natural finish.	Strip to bare wood, stain with FS TT-S-711, fill and sand.	FS TT-V-119	
Asbestos cement surfaces.	FS TT-P-19	FS TT-P-19	
Exterior wood surfaces not otherwise specified.	Primer as recommended by second coat manufacturer.	FS TT-P-19	
Exterior wood surfaces as follows: steps, platforms, floors of open porches.	FS TT-E-487	FS TT-E-487	
Exterior wood surfaces to receive stain.	FS TT-S-001992 CLASS B	FS TT-S-001992 CLASS B	
Exterior ferrous surfaces, exposed, unless otherwise specified.	SSPC-Paint 15	SSPC-Paint 21, Type I	
Exterior galvanized surfaces	SSPC-Paint 5	Exterior oil paint	

\* NUMBER OF COATS REQUIRED TO PROVIDE COMPLETE HIDING.

<u>Surface</u>	<u>First Coat</u>	<u>Finish Coat</u>
Exterior aluminum and aluminum-alloy surfaces.	FS TT-P-645	SSPC-Paint 21, Type 1
Exposed interior oil-based calking compound.	FS TT-P-38	Same as adjacent areas.
Interior concrete ceilings.	FS TT-C-555 Type I	FS TT-P-29
Interior concrete-masonry-units, plaster, gypsum board, and concrete floors, unless otherwise specified.	FS TT-P-650 Type I	FS TT-P-1511,
<u>Surface</u>	<u>First Coat</u>	<u>Finish Coat</u>
Interior concrete-masonry-unit walls in food-preparation, food-serving, latrine and laundry areas, unless otherwise specified.	Fill surface with FS TT-F-1098 then FS TT-P-650	TT-P-1511
Interior walls and ceilings in food-preparation, food-serving, latrine, and laundry areas except ferrous surfaces and concrete masonry units unless otherwise specified.	FS TT-P-650	TT-P-1511
Interior concrete-masonry-unit walls in shower areas, unless otherwise specified.	Fill surface with FS TT-F-1098	FS TT-P-95 Type II Class 3
Interior walls and ceilings in shower areas unless otherwise specified.	FS TT-P-95 Type II Class 3	FS TT-P-95 Type II Class 1
Interior concrete masonry units, plaster and gypsum board for heavy traffic areas and areas requiring high degree of sanitation in space.	Fill surface of concrete masonry units with FS TT-F-1098 FS TT-P-650	FS TT-P-1511
Wood and metal interior trim, doors, and windows	FS TT-E-545	FS TT-P-1511

except in food-preparation, food-serving, shower, latrine, and laundry areas, and natural finished wood surface.

Interior hardboard surfaces. FS TT-E-545 FS TT-P-1511

Interior wood and metal surfaces in food-preparation, food-serving, shower, latrine, and laundry areas, other than equipment, machinery, and natural finished wood surfaces. FS TT-E-545 FS TT-P-1511

<u>Surface</u> Interior exposed ferrous surfaces, unless otherwise specified, and interior underside of zinc-coated and shop-primed steel roof decking where exposed in areas having painted walls.	<u>First Coat</u> FS TT-E-545	<u>Finish Coat</u> FS TT-E-509
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Ferrous surfaces of mechanical and electrical equipment that has been factory primed.	FS TT-E-489 Class A	FS TT-E-489 Class A
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Interior galvanized unless otherwise specified.	Two coats of paint to match surfaces of adjacent areas.	
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Interior wood surfaces, except floors, unless otherwise specified.	FS TT-P-650	FS TT-P-1511 Type I
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Interior wood surfaces, except floors, handrails, seats and pews, to receive stain and varnish or natural finish, as follows: interior doors and trim with existing varnish or natural finish.	Stain with FS TT-S-711, fill and sand.	FS TT-V-121
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Interior wood handrails.	FS TT-V-121	FS TT-V-121
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Convactor enclosures, electrical conduit runs, metallic tubing, uninsulated ducts and pipes, pipe hangers, louvers, grilles, and air outlets in areas having painted adjacent surfaces.

Where painted adjacent surfaces have gloss finish:  
 FS TT-E-545      FS TT-E-505

Where painted adjacent surfaces have semigloss finish:  
 FS TT-E-545      FS TT-E-509

Where painted adjacent surfaces have flat finish:  
 FS TT-P-30      FS TT-P-30

Exterior or interior metal surfaces subject to high temperature, up to 400 degrees F, as follows: flues and chimney stacks.

FS TT-E-496      FS TT-E-496  
 Type II      Type II

Surface  
 Structural steel and other interior ferrous surfaces of aircraft hangers including underside of roof decking.

First Coat      Finish Coat  
 FS TT-P-38      FS TT-P-38

Exposed to view paper facing of vapor barrier jackets of pre-sized or adhesive finished glass cloth over insulation on pipes, ducts, and equipment, interior.

Two coats of paint to match adjacent areas.

END OF SECTION

DAVIS-BACON WAGE RATE NO. ID020002, dated 03/01/2002, is incorporated herein. Seattle District Army Corps of Engineers has provided the Wage Rates at the following internet site: <http://www.nws.usace.army.mil/publicmenu/DOCUMENTS/id020002-0.htm>. Contractor can access wage rates at this internet site. If you are awarded a contract, you will be responsible for complying with the wage decision and posting it on the jobsite.

**General Decision Number ID020002**

General Decision Number ID020002

Superseded General Decision No. ID010002

State: **Idaho**

Construction Type:

BUILDING

County(ies):

**IDAHO**                      NEZ PERCE  
 BONNER                      KOOTENAI                      SHOSHONE  
 BOUNDARY                      LATAH  
 CLEARWATER                      LEWIS

\* **IDAHO** COUNTY - North of the 46th Parallel

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number              Publication Date  
 0                                      03/01/2002

COUNTY(ies):

BENEWAH                      **IDAHO**                      NEZ PERCE  
 BONNER                      KOOTENAI                      SHOSHONE  
 BOUNDARY                      LATAH  
 CLEARWATER                      LEWIS  
 ENGI0370J    06/01/2001

Rates                      Fringes

ZONE 1:

POWER EQUIPMENT OPERATORS:

GROUP 1A	20.44	6.02
GROUP 1	20.99`	6.02
GROUP 2	21.31	6.02
GROUP 3	21.92	6.02
GROUP 4	22.08	6.02
GROUP 5	22.24	6.02
GROUP 6	22.52	6.02
GROUP 7	22.79	6.02
GROUP 8	23.89	6.02

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, **Idaho**

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, **Idaho**

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools; drive drill support truck to and one the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heat Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration

Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(Operate drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe and Hoe Ram (under 3/4 yd.); Carrydeck & boom truck (under 25 tons); Cranes (25 tons & under); Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)(operates drill machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (Motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons including 45 tons), all attachments including clamshell, dragline);Crusher,

Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; Heavy Duty Mechanic; Heavy Duty Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.), Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, all rubber tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vactor Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over ); Blade (finish & bluetop), Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Clamshell Operator (3 yds. & over); Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks and Stifflegs (65 tons and over); Draglines (3 yds. & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degree revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180' to 250'                   \$.30 over scale  
Over 250'                     \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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IRON0014D	07/01/2001		
		Rates	Fringes
IRONWORKERS		24.52	11.35

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PAIN0005L	07/01/2001		
		Rates	Fringes
PAINTERS:			
Brush		19.17	4.24

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PLAS0072D	06/01/1999		
		Rates	Fringes
ZONE 1:			
CEMENT MASONS		20.75	5.24
Zone Differential (Add to Zone 1 rate): Zone 2: \$2.00			

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston  
Zone 1: 0 - 45 radius miles from the main post office  
Zone 2: Over 45 radius miles from the main post office

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ROOF0189F	07/01/2001		
		Rates	Fringes
ROOFERS		19.05	6.05

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SHEE0066N	06/01/2000		
		Rates	Fringes
BENEWAH, BONNER, BOUNDARY, CLEARWATER, KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES			

SHEET METAL WORKERS	23.77	6.48
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SHEE0213C 06/01/2001		
	Rates	Fringes
<b>IDAHO COUNTY</b>		
SHEET METAL WORKERS	21.71	7.71
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SUID1001A 02/01/1990		
	Rates	Fringes
CARPENTERS	11.64	
DRYWALL FINISHERS	14.67	2.59
ELECTRICIANS	13.63	2.03
GLAZIERS	11.42	2.21
LABORERS	9.21	2.42
PLUMBERS	15.77	
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TEAM0760E 06/01/2000		
	Rates	Fringes
TRUCK DRIVERS		
(ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1:		
GROUP 1	19.33	7.50
GROUP 2	21.97	7.50
GROUP 3	22.08	7.50
GROUP 4	22.41	7.50
GROUP 5	22.52	7.50
GROUP 6	22.68	7.50
GROUP 7	23.22	7.50
GROUP 8	23.64	7.50
Zone Differential (Add to Zone 1 Rate): Zone 2 - \$2.00		
BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston		
Zone 1: 0-45 radius miles from the main post office		
Zone 2: 45 radius miles and over from the main post office		
TRUCK DRIVERS CLASSIFICATIONS		
GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material		
GROUP 2: Fish Truck; Flat Bed Truck, Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)		
GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom and articulated end dump (3 yards to and including 6 ards); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck		
GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom and articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8000 gallons)		
GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and articulated end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or		

pulled), up to 14 tons; Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons); Mechanic (Field); Transfer Truck and Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and pup; Tournarocker, DW's & similar, with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; StringerTruck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom and articulated end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled)(16 through 25 tons)

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

NOTE: Trucks pulling equipment trailers shall receive \$.15/hour over applicable truck rate.

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.216-9	Fixed Fee--Construction	MAR 1997
52.219-1 Alt I	Small Business Program Representations (Apr 2002) Alternate I	APR 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-9	Apprentices and Trainees	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-32	Davis-Bacon Act--Price Adjustment (Actual Method)	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- -Balance of Payments Program	FEB 2002
52.225-9	Buy American Act--Balance of Payments Program--Construction Materials	FEB 2002
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-4010	Haul Road Restoration	DEC 1999
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **235210**.

(2) The small business size standard is **\$12.0 million**.

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

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

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

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

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

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

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

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

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

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

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

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

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

\_\_\_ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

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

(a) Definition.

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

opportunity.

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

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

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

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.219-20 NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

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

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

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

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> 17 million	

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

## (b) Representations.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

## 52.222-1 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.

(End of clause)

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-16 APPROVAL OF WAGE RATES (FEB 1988)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

(End of clause)

52.222-17 LABOR STANDARDS FOR CONSTRUCTION WORK--FACILITIES CONTRACTS (FEB 1988)

(a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:

- (1) Contract Work Hours and Safety Standards Act--Overtime Compensation at 52.222-4.
- (2) Davis-Bacon Act at 52.222-6.
- (3) Withholding of Funds at 52.222-7.
- (4) Payrolls and Basic Records at 52.222-8.
- (5) Apprentices and Trainees at 52.222-9.
- (6) Compliance With Copeland Act Requirements at 52.222-10.
- (7) Subcontracts (Labor Standards) at 52.222-11.
- (8) Contract Termination--Debarment at 52.222-12.
- (9) Compliance with Davis-Bacon and Related Act Regulations at 52.222-13.
- (10) Disputes Concerning Labor Standards at 52.222-14.

(11) Certification of Eligibility at 52.222-15.

(b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.

(c) No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

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

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

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

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

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

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

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

(End of provision)