



**US Army Corps
of Engineers®**

Seattle District

Powerhouse and Intake Water Rehabilitation, Chief Joseph Dam, Washington

Construction Solicitation and Specifications

September 2002

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THIS PROCUREMENT IS:

Open to both Large and Small Business

SITE VISIT:

Offers wishing to A one time site visit is scheduled for 9 October 2002, from 1-4 p.m. local time. Offerers wishing to visit the site shall meet at the Common Bldg. at Chief Joseph Dam, Highway 17, Pearl Hill Road, Bridgeport, WA 98813. Contractors will be required to have an ID and will sign-in promptly at 1 p.m. The sign-in list and photo ID's will be copied and provided to the Chief Joseph Dam Security forces by the Government Quality Assurance Representative for access to the applicable areas of the Powerhouse and Spillway. The contractors will be escorted into each applicable area and will be required to stay in the group. Site visit is scheduled to last for three hours. Upon its conclusion, the contractors will be required to sign out. Directions: From Spokane, take US Hwy 2 West to Wilbur; turn right onto WA Hwy 21 through Grand Coulee. Continue straight onto WA Hwy 174 and follow to Chief Joseph Dam; turn right onto Foster Creek Road (WA Hwy 17) and then turn left to continue to the Powerhouse/Warehouse; turn left again just before reaching the Warehouse and continue around to the Commons Building. Approximate driving time is 2.5 to 3 hours.

Offerers are urged and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

TECHNICAL MATTERS: techbid@nws02.usace.army.mil

BIDDING DOCUMENTS: Register for solicitations at the Internet site: <http://www.nws.usace.army.mil/ct/>
PLANHOLDER'S LISTS: Lists may also be obtained from the same site

ADMINISTRATIVE MATTERS: Sandra Thomson (206)764-6865 sandra.b.thomson@usace.army.mil

FAX: (206) 764-6817

All individuals are at the following mailing and street addresses:
(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755
(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

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CAUTION TO OFFERORS

SECTION TITLE

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)

00100 Instructions, Conditions and Notice to Offerors

00600 Representations and Certifications and other Statements of Offerors, and
Pre-Award Information

00700 Contract Clauses

00800 Special Clauses, which include the following:

 a) Special Clauses Pages 00800-1 thru 00800-9 and 00800A-1 thru 00800A-4

 b) Davis-Bacon General Wage Decision No. WA020001

01000 Technical Specifications

 010001 thru 16415

RETURN THE FOLLOWING WITH YOUR OFFER:

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

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!!! CAUTION TO OFFERORS !!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of **ALL** amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

4. **AMENDED BID PAGES:** If any of the amendments furnished amended bid pages, **the amended bid pages must be used** in submitting your offer.

5. **OFFER GUARANTEE:** Sufficient bid guarantee in proper form must be furnished **with your offer**. (FOR JOBS EXCEEDING \$25,000)

6. **INDIVIDUAL SURETIES:** Please note requirements for Individual Sureties in Section 00100.

7. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

8. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Bidders who wish to modify their bid by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the bid opening room prior to the time specified for offeror opening. Any doubt as to time should be resolved in favor of **EXTRA TIME**. Transmission by Fax to this office is **NOT ACCEPTABLE**.

9. **OFFER ACCEPTANCE PERIOD:** The minimum bid acceptance period is specified in block 13D of SF1442 (page 00010-1), Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your bid.

10. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in section 00100. Lack of registration in the CCR database will make a bidder ineligible for award. Information on how to register and the time it takes are detailed in the clause.

11. **HUBZONE CERTIFICATION:** Your attention is drawn to FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in section 0600. A 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 Reference: <https://el.sba.gov:9000/prodhubzone/hubzone/approval.stm>

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACW67-02-R-0017	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30 Sept 2002	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-2156-9811	6. PROJECT NUMBER		
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755	CODE W68MD9	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755 HAND CARRY: Preston Conference Room 4735 East Marginal Way South Seattle, WA 98134-2385		
9. FOR INFORMATION CALL	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Powerhouse and Intake Elevator Rehabilitation, Chief Joseph Dam, Bridgeport, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program.

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time 31 Oct 2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) Tax ID No: _____ DUNS No: _____ eMail: _____ CODE _____ FACILITY CODE _____	15. TELEPHONE NUMBER (Include area code) _____ <p align="right">FAX: _____</p> 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

See page 00010-5

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY CODE United States Army Corps of Engineers Seattle District Northwest Area Office PO Box 92146 Tillicum, WA 98492-0146	27. PAYMENT WILL BE MADE BY US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) You offer on this solicitation is hereby accepted as to the items listed. The award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA
30C. DATE	BY _____
	31C. AWARD DATE

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

CORPORATE CERTIFICATE

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

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

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

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

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

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

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SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	All Work For The Modernization Of The Powerhouse Elevator Except Items Separately Priced.	1	JOB	L.S.	\$_____
0002	All Work For The Modernization Of The Intake Elevator Except Items Separately Priced.	1	JOB	L.S.	\$_____
0003	All Work for As-Built Drawings	1	JOB	L.S.	\$20,000
0004	All Work for O&M Manuals	1	JOB	L.S.	\$50,000
	TOTAL ALL ITEMS				\$_____

NOTE The dollar amounts established in Items No. 0003 and 0004 shall not be revised by bidders.

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Section 00100 - Bidding Schedule/Instructions to Bidders

001INSTRUCTIONS TO OFFERORS:**INSTRUCTIONS TO OFFERORS:**

Technical Proposals shall be submitted in original plus 5 copies. Price Proposals shall be submitted in original and 1 copy.

The offeror's name, address, signature, etc. shall appear on any document to be evaluated.

Your proposal shall be complete, with requirements as stated in Technical Proposal.

Your proposal must be signed by an official authorized to bind your organization and be accompanied by a statement to the effect the proposal is firm for a period of not less than 90 calendar days after the date the offer is due.

Proposals must set forth full, accurate and complete information as required by this Request for Proposal. The penalty for making statements is prescribed in 18 U.S.C. 1001.

The proposal shall be composed of, and submitted in two parts – technical and price. The price proposal shall be submitted in a separate envelope or folder from the technical proposal. The technical proposal shall be submitted addressing all criteria except for price. The price proposal shall be submitted in a separate envelope or folder from the technical proposal. The technical proposal shall be submitted addressing all criteria except for price. The price proposal shall be submitted in the following order:

- 1) Standard Form 1442
- 2) Schedule
- 3) Corporate Certificate
- 4) Section 00600, Representations and Certifications
- 5) Pre-Award Information (Section 00600)

EVALUATION AND AWARD PROCEDURES. Sufficient material must be included in the proposal to allow the Government to evaluate the technical proposal. If sufficient material for any of the factors listed and/or material submitted does not meet the minimum requirements of ANY of the factors shall be determined to be NONACCEPTABLE and receive no further consideration. Technical proposals shall be evaluated on an ACCEPTABLE and NOT-ACCEPTABLE basis only. Award will be made to the lowest priced technically acceptable proposal. However, if after initial evaluation of the proposals, if all proposals are determined to be NOT-ACCEPTABLE, at the Contracting Officer's discretion, all firms may be contacted for written or oral discussions. As a result of discussions, offerors may be required to make revisions to their initial offers.

EVALUATION FACTORS FOR AWARD. The following criteria will be utilized as evaluation factors for award. Contractors are to submit the required documentation to demonstrate they meet the requirement of the criterion listed below. An unacceptable determination on any one criterion will deem the proposal to be unacceptable.

TECHNICAL PROPOSAL

Has your firm, XYZ, successfully performed major rehabilitation, maintenance, repair, AND modernization work on the hoists, motors, electrical, AND control systems for elevators in the last 5 years? (YES or NO)

Please provide domestic customer names, points of contact, email, fax and telephone numbers for TWO references that can corroborate the information in item #1 and answer the following questions knowledgeably, candidly, honestly and affirmatively (responses from references MUST be affirmative for ALL questions in order for the bidder to be considered qualified and responsible):

Did XYZ firm perform major rehabilitation, maintenance, repair, AND modernization work on the hoist, motor, electrical, AND control systems for elevators in the last 5 years for your Company? (YES or NO)

Did XYZ firm meet the originally contracted or mutually agreed to and modified requirements? (YES or NO)

Did XYZ firm meet contracted or mutually agreed to and modified budget requirements? (YES or NO)

Did XYZ firm meet contracted or mutually agreed to and modified quality requirements? (YES or NO)

PRICE PROPOSAL. Price is considered equally important to the Technical Evaluation Factors. For those proposals which have been deemed technically acceptable, price will become the deciding factor upon which award will be made. Accordingly, award will be made to the offeror whose proposal is determined to be technically acceptable and at the lowest price. Price is considered independently from technical factors. Price will be reviewed for completeness, reasonableness, and realism. The review of price will aid in the determination of the offeror's understanding of the work, and the offeror's ability to perform this contract.

SOURCE SELECTION BOARD. The Contracting Officer has established a Source Selection Board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and contents of each proposal and any subsequent submissions required. The board will not consider any information incorporated by reference.

DEBRIEFINGS.

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award. The offeror may request a preaward debriefing by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition. At the offeror's request, the debriefing may be delayed until after award, and it shall include all information normally provided in a postaward debriefing. Debriefings delayed until after award could affect the timeliness of any protest filed subsequent to the debriefing. A preaward debriefing shall not disclose: (a) number of offerors, (b) identify of other offerors, (c) content of other offeror's proposals, (d) ranking of other offerors, (e) evaluation of other offerors, or (f) any other prohibited information.

When a contract is awarded on a basis other than price alone, unsuccessful offerors will be debriefed and furnished the basis for selection decision and contract award upon their written request. Offerors should request a postaward debriefing within (3) days of the date on which the offeror received notification of contract award. Debriefing information will include the Government's evaluation of the strong and weak or deficient factors in the offeror's proposal, the overall evaluated cost or price and technical rating of the successful offeror and the debriefed offeror, past performance information of the debriefed offeror, the overall ranking of all offerors, and a summary of the rationale for award. However, point-by-point comparisons with other offeror's proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

PROPOSAL EXPENSES AND PRECONTRACT COSTS. This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to the execution of a final contract.

RELEASE OF INFORMATION. After receipt of proposals and until final selection, no source selection information will be disclosed to any offeror until award is made. No offeror shall be advised of his/her relative standing. No information regarding the number or identity of the offerors participating shall be made available.

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.
- (End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
7.2%	6.9%

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

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

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Seattle District Corps of Engineers, ATTN: CENWS-CT, Kent Paul, 4735 E. Marginal Way South, Seattle, Washington 98134-2385.

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

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

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Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(v) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(vi) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 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)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.
- (2) The small business size standard is \$27.5 mil.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 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)

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

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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

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

(End of provision)

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

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.

13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

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

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

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

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

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

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

assets of the firm; or

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

SUBMIT THE FOLLOWING INFORMATION WITH YOUR OFFER
NOTICE TO OFFERORS REGARDING PRE-AWARD INFORMATION

It is requested that the following information be provided with your bid:

1. Company Name and Address: _____

2. Point of Contact:
Name: _____ Phone: (_____) _____
Alt Phone: (_____) _____ Fax: (_____) _____

3. Electronic Transfer Payments will now be required for all new contracts. Do you currently receive Electronic Transfer Payments from this agency? (agency codes 00005524/00006482)

Yes() NO()

4. Name of Bank and Branch _____

Personal Banker _____
Telephone Number _____
Fax Number _____

5. Name of Bonding Agent Company _____
Agents Name _____
Telephone _____

6. List three projects that are substantially complete or have been completed within the last two years that are similar to this project. Projects should be listed in the following order: Federal Projects, state projects, city and county projects, than commercial projects. Please provide in the following format:
 - a) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

b) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

c) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

7) List all outstanding uncompleted projects, in the following format:

a) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

b) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

c) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (DEC 2001)

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

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

(c) Commercial item means--

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

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

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

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

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

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

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

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

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

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

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

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

- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
- (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--
 - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding

any minimum fee or "fee floor" specified in the contract;

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

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

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

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

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

(End of clause)

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

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

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

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

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's

lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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

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

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

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

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

52.222-1 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)

52.222-3 CONVICT LABOR (AUG 1996)

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

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

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

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or

permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

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

(d) Payrolls and basic records.

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

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

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

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

(vii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis -Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman

hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

(End of clause)

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

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act--

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

origin, regardless of race).

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

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

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

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

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

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

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

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

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

Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

Veteran of the Vietnam era means a person who--

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

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

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

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

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

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

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

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

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

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

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

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

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

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

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

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

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

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

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

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

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans

of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

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

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

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

- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).
- (End of clause)

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

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

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

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:
[Contracting Officer to list applicable excepted materials or indicate "none"]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of clause)

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

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

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

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

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

(End of clause)

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

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the

required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

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

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after

the resumption of our business.

Sincerely,

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

of our business.

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____.

[Beneficiary Agency]

By: _____

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Name)

(Title)

(Date)

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

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

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

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

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

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting

Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

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

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

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

impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefined contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

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

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
 - (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
 - (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--
- (1) The amount to be withheld;
 - (2) The specific causes for the withholding under the terms of the subcontract; and
 - (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
- (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.
- (k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.
- (l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

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

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

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

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

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

(A) Exceeding \$100,000; or

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
 - (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions

do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

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

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

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the

clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts

against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

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

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the

time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

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

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within

the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the

Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the

Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

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

(2) The total of--

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

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

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

- (3) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these

records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(ix) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

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

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

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

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

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

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

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

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

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

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

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

(3) The reasons for the requested waiver; and

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

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

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

(End of clause)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

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

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

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

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

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

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

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

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

- (1) Within 59 working days of subcontract award;
- (2) While a challenge is pending; or
- (3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

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

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

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

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

- (1) Are for other than commercial items; and
- (2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

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

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

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

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

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

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and

vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

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

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

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there

has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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SPECIAL CLAUSES

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

(a) The Contractor shall be required to (1) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) complete the entire work ready for use not later than 300 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(b) Refer to Section 01005 paragraph "Construction Schedule Requirements" for conditions affecting scheduling of the work.

SC-1.1 DELETED

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

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sums specified in the following schedule:

(1) For exceeding the 60 day outage period for the Powerhouse elevator specified under Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, paragraph 1.7 "Construction Schedule Requirements", the sum of \$1,070 for each day of delay.

(2) For exceeding the 60 day outage period for the Intake elevator specified under Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, paragraph 1.7 "Construction Schedule Requirements", the sum of \$1,070 for each day of delay.

(3) After completion time specified under SC-1, the sum of \$1,070 for each day of delay.

In the event any of the specified periods for damages occur concurrently then the total daily liquidated damages shall be limited to the sum of \$1,070 for each day of delay.

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

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

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13) Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction of the various elements of the work. The change order granting the time extension may provide that the task order completion date will be extended only for those specific elements so delayed

and that the remaining task order completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED.

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

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

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

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

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

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

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

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

(2) General Liability.

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

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

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property

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

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

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

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-5002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$850,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty five percent (25%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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

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

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

SC-9 THROUGH SC-13 DELETED.

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

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

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

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

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

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

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

SC-16 AND SC-17. DELETED.

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

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

and

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

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

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-22. DELETED.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tire
- (e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

(a) Building insulation product including the following items:

- (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite);
 - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
 - (3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
 - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
 - (c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
 - (d) Carpet made of polyester fiber use in low- and medium-wear applications.
 - (e) Floor tiles and patio block containing recovered rubber or plastic.
 - (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
 - (g) (1) Consolidated latex paint used for covering graffiti; and
 - (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

END OF SECTION

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ATTACHMENT A

INDEX OF DRAWINGS

POWERHOUSE AND INTAKE ELEVATOR MODERNIZATION,
CHIEF JOSEPH DAM, WASHINGTON

FILE NO.	SHEET NO.	PLATE NO.	TITLE	REVISION NO.	DATE
CJP-1.38-0-0/0	1	G0.1	Title Sheet		02JUL02
CJP-1.38-0-0/1	2	G0.2	Symbols, Notes and Abbreviations		02JUL02
CJP-1.38-6-1A11/1	3	A1.1	Powerhouse Elevator Demolition, Floor Plan, and Elevations		02JUL02
CJP-1.38-6-1A11/2	4	A2.1	Intake Elevator Demolition, Floor Plan, and Elevations		02JUL02
CJP-1.38-3-11/1	5	A3.1	Machinery Room Details		02JUL02
CJP-1.38-3-11/2	6	M1.1	Powerhouse Elevator Mechanical Plans and Sections		02JUL02
CJP-1.38-3-11/3	7	M2.1	Intake Elevator Mechanical Plans and Sections		02JUL02
CJP-1.38-6-2D8/1	8	E1.1	Powerhouse Electrical Plan - Elevator Power Lighting and Signal		02JUL02
CJP-1.38-6-9D34/1	9	E1.2	Powerhouse Electrical Plan - Elevator Signal		02JUL02
CJP-1.38-6-1D21/1	10	E1.3	Powerhouse Electrical Plan - One Line Diagram CQ04		02JUL02
CJP-1.38-6-2A8/1	11	E2.1	Intake Electrical Plan - Mechanical Room Plan and Lighting		02JUL02
CJP-1.38-6-9A34/2	12	E2.2	Intake Electrical Plan - Elevator Signal		02JUL02
CJP-1.38-6-1A21/1	13	E2.3	Intake Structure - Schedules		02JUL02

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

REFERENCE DRAWING NO.	ORIGINAL SHEET NO.	ORIG. PLATE NO.	TITLE	DATE
R1	CJP-2.1-3-11/2	--	Powerhouse Passenger Elevator	1952
R2	CJP-2-2-0/13	--	Elevator Penthouse Tile Details	15 MAY 53
R3	CJP-2-2-0/4	--	Plans El. 763 and El. 785	1 OCT 52
R4	CJP-2-2-0/6	--	Plan El. 810	1 OCT 52
R5	CJP-2-2-0/8	--	Plan El. 841	1 OCT 52
R6	CJP-2-3-7/3	--	Control House Roof Embedded Metal Elevation 858.00	25 JUL 60
R7	CJP-2-2-0/5	--	Plan El. 798	1 OCT 52
R8	CJP-2-3-8/38	--	Embedded Piping - Connecting Gallery Plans, Sections & Details	25 JUL 60
R9	CJP-2-3-8/5	--	Embedded Piping - Plans - Main Unit Bays No. 11 & 12 Sta. Service & Assembly Bays	25 JUL 60
R10	CJP-2-2-0/7	--	Plan Elevation 827.5	1 OCT 52
R11	CJP-2-3-8/20	--	Embedded Piping - Transverse Section at Assembly Bay	1 OCT 52
R12	CJP-2-3-5/2	--	Powerhouse Passenger Elevator	25 JUL 60
R13	CJP-1.27-6- 1D21/1	--	HVAC Renovation Phase 2 - One Line Diagram CQO4	21 FEB 95
R14	CJP-2.1-3-11/1	--	Intake Structure Passenger Elevator	11-6-52
R15	CJP-2.1-6-1B11/5	--	Exposed Raceways Monoliths S1, S2, I3	2 MAY 54
R16	CJP-2.1-6-1B21/2	--	One Line Diagram Intake Structure	2 MAY 54

REFERENCE DRAWINGS

REFERENCE DRAWING NO.	ORIGINAL SHEET NO.	ORIG. PLATE NO.	TITLE	DATE
R17	CJP-2-3-5/1	--	Intake Structure Passenger Elevator	24 JUN 52
R18	CJP-1.5-4-2/11	--	Pool Raising Intake Modification Concrete Outline Mono S-1, Stair and Elevator Tower - Sheet 1	21 FEB 75
R19	CJP-1.5-4-2/12	--	Pool Raising Intake Modification Concrete Outline Mono S-1, Stair and Elevator Tower - Sheet 2	21 FEB 75

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
<u>SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS</u>			
	1	Hard Hat Sign	10SEP90

END OF SECTION

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DESIGN AUTHENTICATION

POWERHOUSE AND INTAKE ELEVATOR MODERNIZATION
CHIEF JOSEPH DAM, WASHINGTON

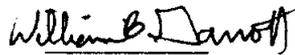
DACW67-02-R-0017

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.

(Signed Drawings on File)

SEE NEXT PAGE FOR SIGNATURE

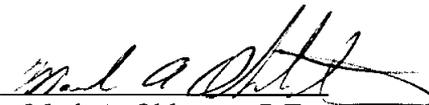
Joseph W. Renn, P.E. HNTB Architects, Engineers, Planners



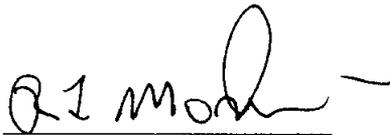
William B. Garrott
COE Project Manager



Dean M. Schmidt, Chief
Tech. Eng. & Review Section,
Construction Branch



Mark A. Ohlstrom, P.E.
Chief, Design Branch



Rick L. Moshier, P.E.
Chief, Engineering & Construction Division

This project was designed for the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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GENERAL DECISION WA020001 09/27/2002 WA1

Date: September 27, 2002
General Decision Number WA020001

Superseded General Decision No. WA010001

State: Washington

Construction Type:
DREDGING
HEAVY
HIGHWAY

County(ies):
STATEWIDE

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS
(Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	03/15/2002
3	03/29/2002
4	04/19/2002
5	05/03/2002
6	05/10/2002
7	06/07/2002
8	06/21/2002
9	07/05/2002
10	07/19/2002
11	07/26/2002
12	08/09/2002
13	09/06/2002
14	09/27/2002

COUNTY(ies):
STATEWIDE

CARP0001W 06/01/2002

	Rates	Fringes
COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES		

CARPENTERS:

GROUP 1:	23.58	6.25
GROUP 2:	24.69	6.25
GROUP 3:	23.85	6.25
GROUP 4:	23.58	6.25
GROUP 5:	58.43	6.25
GROUP 6:	27.72	6.25

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES

CARPENTERS:

GROUP 1:	22.91	6.25
GROUP 2:	24.01	6.25
GROUP 3:	23.17	6.25
GROUP 4:	22.91	6.25
GROUP 5:	56.77	6.25
GROUP 6:	27.00	6.25

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler; Insulators (all types), Acoustical, Drywall and Metal Studs, Metal Panels and Partitions; Floor Layer, Sander, Finisher and Astro Turf; Layout Carpenters; Form Builder; Rough Framers; Outside or Inside Finisher, including doors, windows, and jams; Sawfiler; Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and Dismantling; Stationary Saw-Off Bearer; Wire, Wood and Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

DEPTH PAYY FOR DIVERS:

Each foot over 50-100 feet	\$1.00
Each foot over 100-175 feet	2.25
Each foot over 175-250 feet	5.50

HAZMAT PROJECTS

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP00030 12/01/2001

Rates Fringes
SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT,

LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

CARPENTERS; ACOUSTICAL	26.83	8.29
DRYWALL	26.83	8.29
FLOOR LAYERS & FLOOR FINISHERS		
(the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed);		
INSULATORS (fiberglass and similar irritating materials	26.98	8.29
MILLWRIGHTS	27.33	8.29
PILEDRIVERS	27.33	8.29
DIVERS	63.75	8.29
DIVERS TENDERS	29.33	8.29

DEPTH PAY

50 TO 100 FEET	\$1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET	1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET	2.00 PER FOOT OVER 150 FEET

Zone Differential (Add up Zone 1 rates):

- Zone 2 - \$0.85
- Zone 3 - 1.25

- Zone 4 - 1.70
- Zone 5 - 2.00
- Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

- ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
- ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
- ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
- ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
- ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay	
0 -25 radius miles	Free
25-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

CENTRAL WASHINGTON: CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES

CARPENTERS AND DRYWALL APPLICATORS	20.72	7.82
CARPENTERS ON CREOSOTED MATERIAL	20.82	7.82
INSULATION APPLICATORS	20.72	7.82
SAWFILERS, STATIONARY POWER S37 OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLERS, FLOOR SANDER OPERATORS	20.85	7.82
MILLWRIGHT AND MACHINE ERECTORS	28.95	7.82
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	28.15	7.82
PILEDRIVER, BRIDGE DOCK AND WHARF CARPENTERS	27.95	7.82
DIVERS	68.97	8.05
DIVERS TENDER	30.68	8.05

(HOURLY ZONE PAY APPLICABLE TO ALL CLASSIFICATIONS EXCEPT MILLWRIGHT AND PILEDRIVER)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay	
0 -25 radius miles	Free
25-35 radius miles	\$1.00/hour
35-45 radius miles	\$1.15/hour
45-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay

0 -25 radius miles Free
 25-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

ELEC0046A 06/03/2002		
	Rates	Fringes
CALLAM, JEFFERSON, KING AND KITSAP COUNTIES		
ELECTRICIANS	33.50	3%+9.57
CABLE SPLICERS	36.85	3%+9.57

ELEC0048C 07/01/2002		
	Rates	Fringes
CLARK, KLUCKITAT AND SKAMANIA COUNTIES		
ELECTRICIANS	30.80	3%+11.15
CABLE SPLICERS	31.05	3%+11.15

ELEC0073A 07/01/2002		
	Rates	Fringes
ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES		
ELECTRICIANS	23.82	3%+ 9.58
CABLE SPLICERS	24.22	3%+ 9.58

ELEC0076B 07/01/2002		
	Rates	Fringes
GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES		
ELECTRICIANS	29.78	3%+11.01
CABLE SPLICERS	32.76	3%+11.01

ELEC0077C 02/01/2002		
	Rates	Fringes
LINE CONSTRUCTION:		
CABLE SPLICERS	35.44	3.875%+7.20
LINEMEN, POLE SPRAYERS,		
HEAVY LINE EQUIPMENT MAN	31.96	3.875%+7.20
LINE EQUIPMENT MEN	27.91	3.875%+5.45
POWDERMEN, JACKHAMMERMEN	24.72	3.875%+5.45
GROUNDMEN	23.27	3.875%+5.45
TREE TRIMMER	22.46	3.875%+5.45

ELEC0112E 01/01/2002		
	Rates	Fringes
ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES		
ELECTRICIANS	27.75	3%+8.63

CABLE SPLICERS	29.14	3%+8.63
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ELEC0191C 08/31/2002		
	Rates	Fringes
ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES		
ELECTRICIANS	31.66	3%+8.32
CABLE SPLICERS	34.82	3%+8.32

ELEC0191D 08/31/2002		
	Rates	Fringes
CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES		
ELECTRICIANS	27.66	3%+8.03
CABLE SPLICERS	30.42	3%+8.03

ELEC0970A 06/01/2002		
	Rates	Fringes
COWLITZ AND WAHKIAKUM COUNTIES		
ELECTRICIANS	28.55	3%+8.75
CABLE SPLICERS	31.41	3%+8.75

ENGI0302E 06/01/2002		
	Rates	Fringes
CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUAN, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES		

PROJECTS

CATEGORY A PROJECTS (excludes Category B projects, as show below)

POWER EQUIPMENT OPERATORS:

Zone 1 (0-25 radius miles):

GROUP 1AAA	31.14	8.40
GROUP 1AA	30.64	8.40
GROUP 1A	30.14	8.40
GROUP 1	29.64	8.40
GROUP 2	29.20	8.40
GROUP 3	28.84	8.40
GROUP 4	26.74	8.40

Zone 2 (26-45 radius miles) - Add \$.70 to Zone 1 rates

Zone 3 (Over 45 radius miles) - Add \$1.00 to Zone 1 rates

BASEPOINTS: Bellingham, Mount Vernon, Kent, Port Angeles, Port Townsend, Aberdeen, Shelton, Bremerton, Wenatchee, Yakima, Seattle, Everett

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons or 300 ft. of boom (including job with attachments)

GROUP 1AA - Cranes - 200 tons to 300 tons or 250 ft. of boom (including jib and attachments); Tower crane over 175 ft. in height, base to boom

GROUP 1A - Cranes - 100 tons thru 199 tons or 150' of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft. in height base to boom; Loader-overhead, 8 yards and over; Shovel, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes-45 tons thru 99 tons, under 150 ft. of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Shovel, excavator, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead, 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, d-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled-45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Barch Plant operator-concrete; Bump cutter; Cranes-20 tons thru 44 tons with attachments; Cranes-overheads, bridge type-20 tons through 44

tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel backhoe-3 yards and under; Finishing machine Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Pildriver (other than crane mount); Roto-mill, roto-grinder; Screedman, Spreader, Topside Operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrader trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blow knox, roadtec; Truck crane oiler/driver-100 tons and over; Truck mount portable conveyor;Yo Yo Pay Dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; Cranes-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers D9 and under; Forklifts-3000 lbs and over with attachments; horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strao tower bucket elevators; Hydralifts/boom truck-over 10 tons; Loader-elevating type belt; Motor Patrol Grader-non-finishing; Plant Oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carryall; Service engineers-equipment; Trenching machines; Truck crane oiler/driver-under 100 tons Tractors, backhoes-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes-A-frame-10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakeop; Hydralifts, boom trucks-10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Post Hole Digger-mechanical; Power Plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shot crete/gunite equipment operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects. Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project Cost \$300,000 and over

GROUP 1	28.38	8.40
GROUP 2	28.48	8.40
GROUP 3	28.82	8.40
GROUP 4	28.87	8.40
GROUP 5	30.26	8.40
GROUP 6	28.38	8.40

- GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

Total Project cost under \$300,000

GROUP 1	26.96	8.40
GROUP 2	27.06	8.40
GROUP 3	27.38	8.40
GROUP 4	27.43	8.40
GROUP 5	28.75	8.40
GROUP 6	26.96	8.40

- GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370C 06/01/2002

Rates Fringes
ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

POWER EQUIPMENT OPERATORS:

GROUP 1A	20.94	6.52
GROUP 1	21.49	6.52
GROUP 2	21.81	6.52
GROUP 3	22.42	6.52
GROUP 4	22.58	6.52
GROUP 5	22.74	6.52
GROUP 6	23.02	6.52
GROUP 7	23.29	6.52
GROUP 8	24.39	6.52

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 on the job site, remove drill cuttings from around bore hole and inspect drill rig

while in operation); Fireman & Heater 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 & Plant 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 & Hoe Ram (under 3/4

yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8" bit & over) (Robbins, reverse circulation & similar)(operates drilling 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 Operaotr (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); Cable Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. 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, 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; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees 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.

ENGI0370G 06/01/2002

Rates Fringes
ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),
COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN),
PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
(EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

GROUP 1:	24.73	6.27
GROUP 2:	25.10	6.27
GROUP 3:	25.13	6.27
GROUP 4:	25.52	6.27
GROUP 5:	24.73	6.27

GROUP 1: Assistant Mate (Deckhand) and Oiler
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or
Booster Pump); Mates and Boatmen
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER,
SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

ENGI0612A 06/01/2002

Rates Fringes
LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A
PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF
WAHKAIKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND
THURSTON COUNTIES

PROJECTS:

CATEGORY A PROJECTS (excludes Category B projects, as shown
below)

POWER EQUIPMENT OPERATORS:

ZONE 1 (0-25 radius miles):

GROUP 1AAA	31.14	8.40
GROUP 1AA	30.64	8.40
GROUP 1A	30.14	8.40
GROUP 1	29.64	8.40
GROUP 2	29.20	8.40
GROUP 3	28.94	8.40
GROUP 4	26.74	8.40

ZONE 2 (26-45 radius miles) - Add \$.70 to Zone 1 rates

ZONE 3 (Over 45 radius miles) - Add \$1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 tons to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Crane 100 tons thru 199 tons, or 150 of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Shovel, excavator, backhoes-6 yds and over with attachments

GROUP 1 - Cableways; Cranes-45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type - 45 tons thru 99 tons; Excavator, shovel, backhoes over 3 yards and under 6 yards; hard tail end dump articulating off-road equipment 45 yards and over; loader-overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled-45 yds and over; Slipform pavers; Transporters-all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump cutter; Cranes-20 tons through 44 tons with attachments; Crane-overhead, bridge type-20 tons thru 44 tons;

Chipper, Concrete Pump-truck mounted with boom attachment; Crushers; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders, plant feed; Locomotive-all; Mechanics-all; Mixers, asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto grinder; screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment under 45 yds.; Subgrader trimmer; Tractors, backhoes over 75 hp.; Transfer material service machine-shuttle buggy, Blaw Knox-Roadtec; Truck Crane Oiler/driver-100 tons and over, Truck Mount Portable Conveyor; Yo Yo Pay dozer.

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; Cranes-A-frame over 10 tons; Drill Oilers-Auger type, truck or crane mount; Dozers-D-9 and under; Forklifts-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/Boom Trucks-over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant Oiler-Asphalt, Crusher; Pumps, Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-Concrete and Carry all; Trenching machines; Truck Crane Oiler/Driver-under 100 tons; Tractor, backhoe-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Crane-A-Frame, 10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts, boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole Digger-mechanical; Power plant; Pumps-Water; Roller-other than Plant Mix; Wheel Tractors, Farmall type; Shotcrete/Gunite Equipment Operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects: Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docts, wharfs, etc.) less than \$150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project cost \$300,000 and over

GROUP 1	28.38	8.40
GROUP 2	28.48	8.40
GROUP 3	28.82	8.40
GROUP 4	28.87	8.40
GROUP 5	30.26	8.40
GROUP 6	28.38	8.40

GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

Total Project Cost under \$300,000

GROUP 1	26.96	8.40
GROUP 2	27.06	8.40
GROUP 3	27.38	8.40
GROUP 4	27.43	8.40
GROUP 5	28.75	8.40
GROUP 6	26.96	8.40

GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND DIPPER,

SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

- H-1 - When not outfitted with protective clothing of level D equipment - Base wage rate
 - H-2 - Class "C" Suit - Base wage rate + \$.25 per hour
 - H-3 - Class "B" Suit - Base wage rate + \$.50 per hour
 - H-4 - Class "A" Suit - Base wage rate +\$.75 per hour
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ENGI0701D 01/01/2002

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
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POWER EQUIPMENT OPERATORS (See Footnote A)

ZONE 1:

GROUP 1	28.55	8.95
GROUP 1A	29.98	8.95
GROUP 1B	31.41	8.95
GROUP 2	27.34	8.95
GROUP 3	26.60	8.95
GROUP 4	26.09	8.95
GROUP 5	25.50	8.95
GROUP 6	23.20	8.95

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50

Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel

excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub

Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater

and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted

spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine

Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required

to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

 ENGI0701E 06/01/2002

Rates Fringes
 CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA,
 AND WAHAKIYAKUM COUNTIES

DREDGING:

ZONE A		
LEVERMAN, HYDRAULIC	32.43	8.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	30.25	8.50
ASSISTANT ENGINEER	29.25	8.50
TENDERMAN	28.44	8.50
ASSISTANT MATE	26.58	8.50

ZONE B		
LEVERMAN, HYDRAULIC	34.43	8.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	32.25	8.50
ASSISTANT ENGINEER	31.25	8.50
TENDERMAN	30.44	8.50
ASSISTANT MATE	28.58	8.50

ZONE C		
LEVERMAN, HYDRAULIC	35.43	8.50
LEVERMAN, DIPPER, FLOATING CLAMSHELL	33.25	8.50
ASSISTANT ENGINEER	32.25	8.50
TENDERMAN	31.44	8.50
ASSISTANT MATE	29.58	8.50

ZONE DESCRIPTION FOR DREDGING:

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.

ZONE B - Over 30-50 road miles from Portland City Hall.

ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

 IRON0014F 07/01/2001

Rates Fringes
 ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
 GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
 STEVENS, WALLA WALLA AND WHITMAN COUNTIES

IRONWORKERS	24.52	11.35
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IRON0029I 07/01/2001

Rates Fringes
CLARK, CLALLAM, CHELAN, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON,
KING, KITTITAS, KLICKITAT, KITSAP, LEWIS, MASON, PACIFIC, PIERCE,
SKAGIT, SKAMANIA, SNOHOMISH, THURSTON, WAHKAIKUM, WHATCOM AND
YAKIMA COUNTIES

IRONWORKERS 25.82 11.35

LAB00001D 06/01/2002

Rates Fringes
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND
YAKIMA COUNTIES

LABORERS:

ZONE 1:

GROUP 1	14.79	6.20
GROUP 2	17.11	6.20
GROUP 3	18.83	6.20
GROUP 4	19.31	6.20
GROUP 5	19.67	6.20

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$.70
ZONE 3 - \$1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE,
AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city
hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE
NORTH BOUNDARY WAHKAIAKUM COUNTY WEST TO THE PACIFIC OCEAN),
PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM
COUNTIES

LABORERS:

ZONE 1:

GROUP 1	17.71	6.20
GROUP 2	20.03	6.20
GROUP 3	24.71	6.20
GROUP 4	25.19	6.20
GROUP 5	25.55	6.20

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$.70
ZONE 3 - \$1.00

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT,
SEATTLE, KENT, TACOMA, OLYMPIA,
CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement

Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Mortarman and Hodcarrier; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20'); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).

LAB00238E 06/01/2002

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

LABORERS:

ZONE 1:

	Rates	Fringes
GROUP 1	17.66	5.50
GROUP 2	19.76	5.50
GROUP 3	20.03	5.50
GROUP 4	20.30	5.50
GROUP 5	20.58	5.50
GROUP 6	21.95	5.50

Zone Differential (Add to Zone 1 rate): \$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.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzlemán (to include squeeze and flo-crete nozzle); Nozzlemán, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzlemán for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzlemán (to include jet blasting nozzlemán, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

LAB00238G	06/01/2002		
		Rates	Fringes
COUNTIES EAST OF THE 120TH MERIDIAN:		ADAMS, ASOTIN, BENTON,	
		COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN,	
		OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN	
HOD CARRIERS		21.55	5.50

LAB00335A 06/01/2002

Rates Fringes

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHAKIUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHAKIUM COUNTIES

ZONE 1:

LABORERS:

GROUP 1	23.43	6.15
GROUP 2	23.94	6.15
GROUP 3	24.33	6.15
GROUP 4	24.66	6.15
GROUP 5	21.26	6.15
GROUP 6	19.16	6.15
GROUP 7	16.40	6.15

Zone Differential (Add to Zone 1 rates):

Zone 2 \$	0.65
Zone 3 -	1.15
Zone 4 -	1.70
Zone 5 -	2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city all.
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Guard Rail, Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete

MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM
COUNTIES

PAINTERS	22.94	3.73
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PAIN0005G 07/01/2002

	Rates	Fringes
ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES		

PAINTERS*:

Brush, Roller, Striping, Steam-cleaning and Spray Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeples	19.42 20.42	4.42 4.42
TV Radio, Electrical Transmission Towers	21.17	4.42
Lead Abatement, Asbestos Abatement	20.42	4.42

*\$.70 shall be paid over and above the basic wage rates listed
for work on swing stages and high work of over 30 feet.

PAIN0055C 11/01/1999

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES		

PAINTERS:

Brush & Roller	17.10	3.48
Spray and Sandblasting	17.70	3.48
High work - All work 60 ft. or higher	17.60	3.48

PAIN0055L 06/01/2002

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES		

PAINTERS:

HIGHWAY AND PARKING LOT STRIPER	23.36	5.75
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PLAS0072E 06/01/2001

	Rates	Fringes
ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND		

OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND
YAKIMA COUNTIES

ZONE 1:

CEMENT MASONS	22.18	5.63
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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

PLAS0528A 06/01/2002

	Rates	Fringes
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES		

CEMENT MASON	27.18	9.84
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COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	27.43	9.84
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PLAS0555B 06/01/2002

	Rates	Fringes
CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES		

ZONE 1:

CEMENT MASONS	24.24	9.70
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	24.68	9.70
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	24.68	9.70
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	25.13	9.70

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,
PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

PLUM0032B 01/01/2002		
	Rates	Fringes
CLALLAM, KING AND JEFFERSON COUNTIES		
PLUMBERS AND PIPEFITTERS	32.08	11.53

PLUM0032D 01/01/2002		
	Rates	Fringes
CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES		
PLUMBERS AND PIPEFITTERS	25.09	9.17

PLUM0044C 06/01/2002		
	Rates	Fringes
ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN (EASTERN PART), PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES		
PLUMBERS AND PIPEFITTERS	26.16	9.89

PLUM0082A 06/01/2001		
	Rates	Fringes
CLARK (NORTHERN TIP INCLUDING WOODLAND), COWLITZ, GRAYS HARBOR, LEWIS, MASON (EXCLUDING NE SECTION), PACIFIC, PIERCE SKAMANIA, THURSTON AND WAHKIAKUM COUNTIES		
PLUMBERS AND PIPEFITTERS	24.57	14.72

PLUM0265C 06/01/2001		
	Rates	Fringes
ISLAND, SKAGIT, SNOHOMISH, SAN JUAN AND WHATCOM COUNTIES		
PLUMBERS AND PIPEFITTERS	28.37	10.24

PLUM0290K 04/01/2002		
	Rates	Fringes
CLARK (ALL EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND)		
PLUMBERS AND PIPEFITTERS	31.31	12.12

PLUM0598E 06/01/2002		
	Rates	Fringes
ADAMS (SOUTHERN PART), ASOTIN (EXCLUDING THE CITY OF CLARKSTON),		

BENTON, COLUMBIA, DOUGLAS (EASTERN HALF), FERRY (WESTERN PART),
 FRANKLIN, GARFIELD, GRANT, KITTITAS (ALL BUT NORTHERN TIP),
 KLICKITAT, LINCOLN (WESTERN PART), OKANOGAN (EASTERN), WALLA
 WALLA AND YAKIMA COUNTIES

PLUMBERS	29.85	12.59
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PLUM0631A 06/01/2001		
	Rates	Fringes

MASON (NE SECTION),
 AND KITSAP COUNTIES

PLUMBERS/PIPEFITTERS:
 All new construction, additions,
 and remodeling of commercial
 building projects such as:
 cocktail lounges and taverns,
 professional buildings, medical
 clinics, retail stores, hotels
 and motels, restaurants and fast

food types, gasoline service
 stations, and car washes where
 the plumbing and mechanical cost
 of the project is less than
 \$100,000

	14.55	7.98
--	-------	------

All other work where the plumbing
 and mechanical cost of the project
 is \$100,000 and over

	24.65	13.41
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TEAM0037C 06/01/2001		
	Rates	Fringes

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made
 by extending the north boundary line of Wahkiakum County west to
 the Pacific Ocean), SKAMANIA, AND WAHAKIUM COUNTIES

TRUCK DRIVERS

ZONE 1:

GROUP 1	23.40	8.30
GROUP 2	23.52	8.30
GROUP 3	23.65	8.30
GROUP 4	23.91	8.30
GROUP 5	24.13	8.30
GROUP 6	24.29	8.30
GROUP 7	24.49	8.30

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated dump truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete pump truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated

capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom truck/hydra lift or retracting crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/articulated dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated dump trucks; Selfpropelled street sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic Welder Body Repairman; Utility and cleanup truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry prebatch concrete mix trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes articulated dump trucks; Skid truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

 TEAM0174A 06/01/2002

Rates Fringes

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

TRUCK DRIVERS;

ZONE A:

GROUP 1:	25.79	9.68
GROUP 2:	25.21	9.68
GROUP 3:	22.81	9.68
GROUP 4:	18.56	9.68
GROUP 5:	25.55	9.68

ZONE B (25-45 miles from center of listed cities*):
 Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*):
 Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 -"A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy

construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0760C 06/01/2002

Rates Fringes
ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, AND WHITMAN COUNTIES

TRUCK DRIVERS

(ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1: (INCLUDES ALL OF YAKIMA COUNTY)

GROUP 1	17.73	8.50
GROUP 2	20.00	8.50

GROUP 3	20.50	8.50
GROUP 4	20.83	8.50
GROUP 5	20.94	8.50
GROUP 6	21.11	8.50
GROUP 7	21.64	8.50
GROUP 8	21.97	8.50

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 & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 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 end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & 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 (8,001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom 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 is the lowest level of protection. 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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor

200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

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SECTION 01001

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

1.2 CONSTRUCTION SCHEDULING

The instructions for preparation and submittal of the Contractor-prepared Network Analysis System are found in SECTION 01320, PROJECT SCHEDULE.

1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible and shall also be furnished with the enclosures. The original copy of all correspondence including attachments and enclosures shall be addressed and sent to the Contracting Officer. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 For submission of Contractor payment requests, See Section 01270, MEASUREMENT AND PAYMENT.

1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

1.5 PERSONNEL IDENTIFICATION

The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification credentials in accordance with Section 01005, paragraph "Personnel Identification."

1.6 MECHANICAL AND ELECTRICAL LAYOUT DRAWINGS

The Contractor shall submit, for Contracting Officer's approval, scaled layout drawings, including appropriate elevations and sections, as required, showing the room arrangement the Contractor proposes for all pieces of mechanical and electrical equipment and appurtenances thereto, such as but not limited to: air conditioning equipment, compressors, pumps, hoists, electrical control panels, ducts and piping, and parts cabinets that are to be located in the room. Mechanical and electrical layouts shall be coordinated to eliminate any conflicts of installed equipment. No payments will be made to the Contractor for furnishing or installing equipment until the layout drawings have been approved by the Contracting Officer.

Mechanical and electrical equipment layout drawings shall be identified and submitted as specified herein. Equipment rooms shown on the drawings are of adequate size to accommodate equipment of required capacities as available from several manufacturers with sufficient space left for access, servicing, and removal. The use of equipment items with dimensions such as "to crowd the space" will not be permitted.

1.7 AUDIO-VIDEO RECORDINGS

1.7.1 General

The Contractor shall provide all equipment, materials, and trained personnel to visually and audibly record (video tape) all on site operations and maintenance (O&M) training sessions for this contract. The video technician shall be employed by a video production company that has been in business for a minimum of 2 years. The Contractor shall submit the resume of the technician and video production company. Also the Contractor shall submit for approval an agenda or an outline breakdown of the proposed presentation. Video tapes shall be produced in the VHS format. Audio shall be adjusted, filtered or otherwise controlled to ensure that the trainer can be understood at all times. Each system or piece of equipment shall be covered in a single tape or set of tapes which shall be correlated with the O&M manuals provided. Video tapes and their individual storage cases shall be identified with a typewritten label showing the project, equipment or system, and contract number; this same information shall be provided as an introduction on each video tape. When two or more tapes are provided, they shall be submitted as a set in an appropriate storage container.

1.7.2 Submittals

Prior to conducting the training sessions the following shall be submitted for approval:

- 1) A training plan consisting of the agenda or an outline breakdown of the proposed presentation and
- 2) The qualifications of the trainer and the video recording technician

Two copies of the video taped material shall be submitted to the Contracting Officer within 10 days after completion of video taping the training sessions.

1.8 PROJECT PHOTOGRAPHS

1.8.1 General

The Contractor shall furnish photographs depicting construction as specified herein. The photographs shall be in digital JPEG format, with a resolution of 1024 x 768 pixels or better, size limited to less than 300KB. Photos shall be submitted in a Word document, with a caption under each photo showing date taken, project location, contract title and number, and a brief description of what the photo depicts. The photos shall be submitted on a 133 mm ISO-9660 CD-ROM.

1.8.2 Progress Photographs

Construction progress photographs shall be taken between the 1st and 15th of each month and delivered to the Contracting Officer with the payment request for the month taken. Photos shall be taken from a minimum of 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. Photographic quality and composition of photos shall be such that they can be used for briefings and/or to illustrate articles on the construction progress of the project.

1.8.3 Completion Photographs

Construction completion photographs (format as specified under 1.8.1) shall be taken upon completion of construction and delivered to the Contracting Officer not later than 5 days after completion of work. It is the intention of the Government to obtain photographs whose color, clarity, and composition are such that they can be used for briefings and/or to illustrate articles on the completed project. Location of positions shall be coordinated with or may be selected by the Contracting Officer.

1.9 SPECIAL SAFETY REQUIREMENTS:

All construction activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and Occupational Safety and Health Administration regulations, as applicable. The manual is available on line at:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.9.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a knowledgeable and experienced person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel and may have other duties if approved by the Contracting Officer.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:

"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:

"An injury resulting in a lost workday, not including the day of injury."

1.10 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 OCT 89)

1.10.1 General

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

c. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
14	12	9	5	2	2	1	1	2	5	9	13

1.10.2 Recordkeeping

Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.10.3 Determining Time Extensions

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.10.1, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

1.11 COMPLIANCE WITH DAVIS-BACON ACT

1.11.1 Contractor POC

Within 14 days after award of the contract, the Contractor shall designate a point of contact (POC) within their organization who will be responsible for the Davis-Bacon Act Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

1.11.2 Responsibilities

The designated Contractor POC shall be responsible for Davis-Bacon Act Labor Program activities including, but not limited to:

- Documentation and record keeping
- Submittal and accuracy of certified payrolls
- Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.
- Posting of the wage determination, approved additional classifications and rates, labor and EEO posters
- Coordination with the Contracting Officer's Labor Program POC

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

1.11.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

PARTS 2 AND 3 NOT USED

END OF SECTION

01024

Powerhouse and Intake Elevator Modernization, Chief Joseph Dam, Washington

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SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 CONDUCT OF WORK

1.1.1 Coordination

Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 Work Hours

Work hours in the construction area will be restricted to 7:00 a.m. to 5:30 p.m. daily, Monday through Thursday, excluding holidays. The Contractor shall not access the construction area before 7:00 a.m. and shall be off site before or by 5:30 p.m. Requests for alternate work schedules may be considered, but will be approved only by the Contracting Officer. Alternate work schedules will not be approved if a Government quality assurance inspector is not available to be on site full time during all hours outside those previously stated.

1.2 GENERAL ACCESS REQUIREMENTS

Access to the powerhouse and dam structures will be controlled at an entrance guard station. Incoming traffic will be restricted from entering the controlled area until proper identification is provided. All personnel entering this area will be required to pickup their Contractor badge and sign in/out at the security station. Access other than established working hours will require prior approval by the Contracting Officer's Representative. The Government may search any vehicle or personnel passing through the security station, for prohibited items including but not limited to: weapons, incendiary devices, bombs, and ammunition.

1.2.1 Contractor's Vehicles

Contractor's vehicles shall only park in approved areas in accordance with the parking plan provided by the Contracting Officer. The quantity of these vehicles shall be as approved by the Contracting Officer's Representative and shall be limited to the bare minimum. These vehicles shall be labeled with the Contractor's company name. Magnetic signs are acceptable.

1.2.2 Contractor Employee Privately-Owned Vehicles

The parking of privately-owned vehicles (POV's) of Contractor personnel is prohibited beyond the west end of the powerhouse access road bridge (Foster Creek Bridge), and on the spillway/intake structures top deck. While work is being performed in or near these areas, Contractor personnel shall park their POV's outside the prohibited areas and be transported to work site by the Contractor's vehicles.

1.2.3 Material Deliveries for the Contractor

All material deliveries to the Project shall be coordinated with the Contracting Officers Representative. In no case shall a delivery be received after 2:30 P.M. Monday through Thursday, or on Holidays, if the Contractor needs to unload the material within the restricted area and cannot clearly show, to the Government's satisfaction, that the delivery will be completed before 5:00 P.M. No deliveries will be accepted by the Government, therefore in order for the Contractor to receive a delivery, he will need to make himself available, for expected deliveries, at all times during the work day. All material being delivered to the work area, past the Guard House, will be subject to inspection.

1.3 PERSONNEL IDENTIFICATION

1.3.1 Identification Of Employees

The Contractor shall submit under their letterhead, a listing of their employees and 2 clear sets of color photo copies of their employees' state issued ID card or driver's licenses to the Contracting Officer's Representative a minimum of two weeks before they will be working on site. If an employee cannot be positively identified from these photocopies, they will not be admitted to the site. Employees working for subcontractors must also be authorized in the same manner under the primary Contractor's letterhead.

1.3.2 Identification Credentials

Upon an employee first arrival for work on the site, a project photo identification tag will be produced on site by the Government before the employee will be allowed to enter the powerhouse and dam structures. This may take as long as 2 hours. This identification must be returned to the Contracting Officer's Representative when the work is complete or when the individual departs from the project. The government may take a digital photo of the employee on site as well.

1.3.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday. All Government issued identification tags shall immediately be delivered to the Contracting Officer, for cancellation upon the release of the employee or completion of the contract. Failure to turn in temporary identification to the Contracting Officer is subject to a withholding of \$100 per occurrence from contract earnings before final payment is made.

1.3.4 Access Control

Contractor personnel shall keep the approved identification on him/her at all times during on-site work performance. Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer. Government issued identification tags must be displayed in a conspicuous manner while the employee is on the project site.

1.4 COORDINATION AND COOPERATION WITH OTHER CONTRACTORS

1.4.1 Work by others is anticipated to be performed in the vicinity or adjacent to the project area in concurrence with the scheduled performance of Work under these Contract Documents.

CONTRACTOR shall coordinate construction work with other contractors to minimize conflicts and to maintain a cooperative effort in completion of the Work. Other work activities include but are not limited to the following:

1. Station Service Transformer Installation (awarded in June 2002)
2. CO2 Fire Extinguishing System Modernization (work scheduled to start in 2003)
3. Main Unit Breaker Replacement (awarded and work pending)
4. Main Unit Annunciation Replacement (ongoing in-house work which should have little impact on this contract)
5. Flow Sensing Installation (possible future contract)
6. Sound Control Panel Installation (possible future contract)
7. Turbine Efficiency Improvements (minor impact from the Gibson testing)
8. Powerhouse Crane Rehabilitation (possible future contract)
9. Generic Data Acquisition and Control System (ongoing in-house work which should have little impact on this contract)

1.5 CONTRACTOR SECURITY

The Corps of Engineers will not be responsible for providing security for Contractor-owned/controlled equipment, supplies, or materials. The Contractor shall provide those necessary security measures.

1.6 KEYS

Keys are required for access to the construction area and will be provided by the Contracting Officer. The Contractor shall be responsible for Government-owned keys issued for this contract. Upon completion of the work, or upon request of the Contracting Officer, key or keys shall be returned. Should the Contractor lose a key:

- a. the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered, and
- b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$150. for re-keying.

1.7 CONSTRUCTION SCHEDULE REQUIREMENTS

1.7.1 Constraints

The following special constraints have been identified as having an impact on the performance of the Work. It is not intended to be a comprehensive list of constraints that will result from the execution of the Work, but as an aid to the CONTRACTOR in development of schedules and in executing the Work. Additional constraints may exist or develop as a result of required Work execution or CONTRACTOR's proposed work methods or sequence. In any event, the CONTRACTOR is responsible for compliance with the requirements of the various specification sections and the work procedures and protection requirements contained therein and establishing all constraints associated with the Work execution and incorporating them into Work schedules and proposed construction activities.

a. The Contractor must have all necessary material and equipment on-site or scheduled for delivery during the shutdown period prior to the start of any work requiring an elevator shutdown.

b. In conjunction with the completion schedule under Section 00800, paragraph SC-1 the Contractor shall incorporate the following scheduling requirements into the work:

(1) Only one elevator shall be out of service at any time. Once work on an elevator starts, all work shall be completed and the elevator restored to service prior to taking the other elevator out of service. This does not preclude short time outages of either elevator of less than an hour for minor callbacks or punchlist items.

(2) Each elevator shall not be out of service for more than 60 days each.

1.7.2 Pre Work Meetings.

The Contracting Officer may require an on-site meeting prior to start of work on the succeeding phase to review all conditions and features of the work and safety considerations. Unless otherwise approved, the meetings shall include the Contractor's Superintendent, CQC Manager, Safety Manager and the Contracting Officer's Representative and Chief Joseph Dam Project Office Representative.

1.8 UTILITY OUTAGES

Work shall be scheduled to hold outages to a minimum. Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Describe the reason, anticipated length of time, and areas affected by the outage in a written request. Any one outage affecting any powerhouse systems other than elevator shall not last more than 2 hours. Work is subject to the following constraints:

a. The Contractor must have the permission of the Contracting Officer prior to causing any interruption of utility service.

b. Work on electrical or mechanical systems is subject to the requirements of paragraph 1.11 "Safe Clearance Procedures" under Section 01501 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.

c. Verify all utilities services to project facilities prior to attempting work on any utilities.

d. Do not close lines, open valves, or take other action which would affect the operation of existing systems without approval of Contracting Officer.

e. Do not proceed with Work affecting a facility's operation without obtaining Contracting Officer's advance approval of the need for and duration of such Work.

f. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating system other than the elevator work under this contract; in which case, remain on site until necessary repairs are complete.

1.9 PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration. Demolition debris shall promptly be removed from the project site in accordance with all Federal, state, and local rules and regulations.

PARTs 2 and 3 (Not Applicable)

END OF SECTION

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SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01270

PAYMENT

PART 1 GENERAL

1.1 GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including testing and warranty service performed by the Contractor. 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, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

1.2 PAYMENT

1.2.1 ITEM 0001

Payment will be made at the contract lump sum price for Item No. 0001, All Work For The Modernization of the Powerhouse Elevator Except Items Separately Priced, payment of which shall constitute full compensation for Item No. 0001, complete.

1.2.2 ITEM 0002

Payment will be made at the contract lump sum price for Item No. 0002, All Work For The Modernization of the Intake Elevator Except Items Separately Priced, payment of which shall constitute full compensation for Item No. 0002, complete.

1.2.3 ITEM 0003

Payment will be made at the contract lump sum price for Item No. 0003, All Work for As-Built Drawings, payment of which shall constitute full compensation for Item No. 0003, complete, as specified in Section 01702 from preparation to final approval. No partial or total payment will be made for this item until the as-built drawings, both marked up blue prints and electronic files are fully approved by the Government (A or B action) and all copies of approved drawings and electronic media received by the Government.

1.2.4 ITEM 0004

Payment will be made at the contract lump sum price for Item No. 0004, All Work for O&M Manuals; payment of which shall constitute full compensation for Item No. 0004, complete, as specified in Section 01782 from preparation to final approval. No partial or total payment will be made for this item until all

O&M manuals are fully approved by the Government (A or B action) and all copies of final manuals are received by the Government in their final binders.

1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

1.3.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

1.3.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PARTS 2 and 3 NOT USED

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION	2. DATE
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)	4. CONTRACT NO. _____
6. DESCRIPTION OF WORK	5. INVOICE NO. _____
8. DISCOUNT TERMS	7. PERIOD OF PERFORMANCE From: To:
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -
11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that (1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract; (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.	
_____ (Signature)	_____ (Title)
_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): <input type="checkbox"/> Updated Progress Chart/Schedule <input type="checkbox"/> Progress Narrative <input type="checkbox"/> Certified Payrolls (submitted weekly) <input type="checkbox"/> Safety Exposure Report <input type="checkbox"/> Updated Submittal \register <input type="checkbox"/> Progress Photos <input type="checkbox"/> Subcontractor/Employee Listings	(FOR GOVERNMENT USE ONLY) Retainage: ____% Amt: \$ _____ Withholdings: \$ _____ Reason: _____ _____ Following items are current: As-Builts <input type="checkbox"/> Yes <input type="checkbox"/> No O & M Manuals <input type="checkbox"/> Yes <input type="checkbox"/> No 1354 Data <input type="checkbox"/> Yes <input type="checkbox"/> No Submittal Register <input type="checkbox"/> Yes <input type="checkbox"/> No

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on (3-1/2 inch) high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

- IBM-compatible PC with 200 MHz Pentium or higher processor
- 32+ MB RAM
- 4 GB hard drive disk space for sole use by the QCS system
- 3 1/2 inch high-density floppy drive
- Compact disk (CD) Reader
- Color monitor
- Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
- Connection to the Internet, minimum 28 BPS

Software

- MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
- Word Processing software compatible with MS Word 97 or newer
- Internet browser
- The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
- Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Contractor will input the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, using QCS. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as

applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320, PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data

submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

END OF SECTION

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SECTION 01320

PROJECT SCHEDULE

PART 1 GENERAL

1.1 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 01330 SUBMITTAL PROCEDURES:

SD-07 Schedules

GA Preliminary project schedule, two (2) copies.

GA initial project schedule, two (2) copies

Activity No. Sort

Predecessor/successor listing

Cost Schedule

Floppy Disk with schedule data in Standard Data Exchange Format (SDEF).

Activity Code Dictionary.

FIO Periodic schedules updates, monthly updates two (2) copies.

Floppy Disks with schedule data in Standard Data Exchange Format (SDEF).

Narrative

Activity No. Sort

Cost Schedule

Cash Flow Report (S-Curve)

SD-08 Statements

Qualifications; GA .

Documentation showing qualifications of personnel preparing schedule reports.

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification including the SDEF (Standard Data Exchange Format). Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in Precedence Diagram Method (PDM)

3.3.2 Level of Detail Required

With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

3.3.2.1 Activity Durations

Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. A rule of thumb, that the Contractor should use, is that less than 2 percent of all non-procurement activities' Original Durations shall be greater than 20 days.

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing.

3.3.2.3 Government Activities

Government and other agencies activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and notice to proceed for phasing requirements.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, (at the lowest tier), Contractor work force, or Government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in project schedule by phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited , to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.2.11 Critical Activities

The following activities shall be listed as separate line activities on a Contractor's project schedule:

- submission and approval of mechanical/electric layout drawings
- submission and approval of O&M manuals
- submission and approval of as-built drawings
- submission and approval of installed equipment lists
- submission and approval of fire protection specialist
- Controls testing plan
- Controls testing
- Performance Verification testing
- any other systems testing, if required
- prefinal inspection
- correction of punchlist from prefinal inspection
- final inspection

3.3.3 Scheduled Project Completion

The schedule interval shall extend from notice-to-proceed to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date that the Notice to Proceed (NTP) was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted at every project schedule update period to assist the Contracting Officer to evaluate the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phse X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in progress or completed activity and ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 10 calendar days after Notice to Proceed is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after Notice to Proceed.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after Notice to Proceed. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer or to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall submit, with the Initial Project Schedule, a coding scheme that shall be used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. For example, a Responsibility Code Value, "ELE", may be identified as "Electrical Subcontractor." Activity code values shall represent the same information throughout the duration of the contract. Once approved with the Initial Project Schedule submission, changes to the activity coding scheme must be approved by the Contracting Officer.

3.5 SUBMISSION REQUIREMENTS

The as noted in paragraph 1.1 items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 89 mm (3.5 inch) disks, formatted to hold 1.44 MB of data.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the version used to prepare the C.P.M.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the critical path, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in-progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number. For completed activities the Actual Start Date shall be used as the secondary sort.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice to Proceed until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), Earnings to Date.

3.5.4.5 Cash Flow Report

A report showing scheduled cost of work-in-place by week (tabular report) and a cash flow curve by week (S-curve plot), both based on early dates.

3.5.5 Network Diagram

The time scaled network diagram shall be required on the initial schedule submission and on quarterly update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves shall be provided showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost to Date shall be subject to the approval of the Contracting Officer. The following minimum set of items which the Contractor shall address, on an activity by activity basis, during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed activities.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations must be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to Notice to Proceed on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities are those delays beyond the Contractors control such as strikes and unusual weather. Also included are delays encountered due to submittals, Government Activities, deliveries or work stoppage which makes re-planning the work necessary, and when the schedule does not represent the actual prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, he shall furnish such justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension, shall be based upon the project schedule updates in effect for the time period in question and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, shall not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under two weeks based upon the most recent schedule update at the time of the Notice to Proceed or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any request for time extension for over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If Notice to Proceed (NTP) is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until the Contractor submits revisions, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, then the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor will continue to update their schedule with the Contracting Officer's revisions until a mutual agreement in the revisions may be made. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the

Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.10 NAS DATA

The Contractor shall provide the Government with the means to electronically transfer all required NAS data into the Resident Management System (RMS) program using the Standard Data Exchange Format (SDEF). The Contractor may use network analysis software different from that used by the Contracting Officer in the Resident Office, however, the Contractor shall also furnish the following:

NAS data that complies with the Standard Data Exchange Format (SDEF). This is a standard ASCII format for exchanging scheduling data and is compatible with our resident management system. Many software developers provide the capability to convert and export schedule data to the SDEF at no additional cost. The SDEF specifications are in a separate publication, available from the Internet <http://www.usace.army.mil/search.html> - Publications.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (G)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal schedule.
- Schedule of values.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plan.

Submittals required by the Contract Clauses and other non-technical parts of the contract are not necessarily included in this section. These type of submittals can be added to the register before or during the submittal coordination meeting.

1.3 APPROVED SUBMITTALS

The approval of submittals by the COR shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams; operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Government-approval submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 – for Divisions 1 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by

annotating the Form 4288. (A sample form ENG 4288 is attached at the end of this specification section for information only.) When the final submittal register is submitted for approval, the Contractor shall complete the column entitled "Item No." and all data under "Contractor Schedule Dates" and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column "Item No." are to be assigned sequentially starting with "1" for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the "Remarks" column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both Government-approval and information-only submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG FORM 4288. The item numbers in column "Item No." of submittal register shall correspond to the item numbers on ENG Form 4025.

3.6 SUBMITTAL PROCEDURE

3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for Government-approval, 2 for information-only) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as G, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block.

Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch

For Government-approval submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For information-only submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 3 inch by 4 inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01451 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL.

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 (G)

The Contractor shall submit 5 copies of G submittals with 5 corresponding 4025 forms. Upon completion of G submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

3.11.1 Processing of G Submittals

Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.
- b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.
- c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.
- d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

3.12 INFORMATION ONLY SUBMITTALS

The Contractor shall submit three copies of data and four copies of ENG Form 4025. Information-only submittals will not be returned. Government approval 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. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12.1 Processing of Information-Only Submittals

Information-only submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government-approval submittals. Resubmittal of nonconforming information-only submittals shall be reclassified Government-approval and shall be in five copies.

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 NUMBER

TRANSMITTAL NUMBER _____
ITEM NUMBER _____
SPECIFICATION SECTION _____
PARAGRAPH NUMBER _____
_____ APPROVED AS SUBMITTED
_____ APPROVED WITH CORRECTIONS AS NOTED
SIGNATURE: _____
TITLE: _____
DATE _____

CONTRACTORS REVIEW STAMP
MAXIMUM SIZE:
3 INCHES BY 3 INCHES

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INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4 288-R for each entry on this form.
 4. Submittals requiring expeditious handling will be submitted on a separate form.
 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
 7. Form is self-transmittal, letter of transmittal is not required.
 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.
- | | | | |
|------|--|-------|---|
| A -- | Approved as submitted. | E -- | Disapproved (See attached). |
| B -- | Approved, except as noted on drawings. | F -- | Receipt acknowledged. |
| C -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- | Will be returned by separate correspondence. | G -- | Other (Specify) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SUBMITTAL REGISTER

(ER 415-1-10)

TITLE AND LOCATION Powerhouse & Intake Elevator Rehab, Chief Joseph Dam, WA

DATE 30 Jul 2002

CONTRACTOR

CONTRACT NUMBER

NA

ACTIVITY No.	TRANS-MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION	REVIEWER			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION	
						FIO or GA	OFFICE / NAME			SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE
SECTION- 01320 Project Schedule																
		1	01320 1.1	Preliminary Project Schedule	SCHEDULES	GA	RO	Day								
		2	01320 1.1	Initial Project Schedule	SCHEDULES	GA	RO	Day								
SECTION- 01330 Submittal Procedures																
		1	01330 1.1.2	Final Submittal Register	PRECON SUBMTL	GA	RO	Day								
SECTION- 01451 Contractor Quality Control																
		1	01451 3.2.1	Contractor Quality Control Plan	PRECON SUBMTL	GA	RO	Day								
SECTION- 01702 As-Builts																
		1	01702 1.1	As-Built Field Data	SHOP DRAWINGS	GA	RO	Day								
		2	01702 1.1	As-Built Drawings	SHOP DRAWINGS	GA	RO	Day								
SECTION- 01703 Warranty																
		1	01703 1.1	Warranty Management Plan	CLOSEOUT SUBMTL	GA	RO	Day								
		2	01703 1.1	Warranty Tags	CLOSEOUT SUBMTL	GA	RO	Day								
SECTION- 02220 Demolition																
		1	02220 1.3	Work Plan	PRECON SUBMTL	GA	RO	Day								
SECTION- 05500 Miscellaneous Metal																
		1	05500 1.2/2.1	Misc Metal Itmes -- Access Panels	SHOP DRAWINGS	GA	RO	Day								
SECTION- 07600 Sheet Metalwork, General																
		1	07600 1.3/2.1	Materials -- Sheet Metal Items	SHOP DRAWINGS	GA	RO	Day								
SECTION- 07900 Joint Sealing																
		1	07900 1.3/2.1	Backing	PRODUCT DATA	FIO	RO	Day								
		2	07900 1.3/2.2	Bond Breaker	PRODUCT DATA	FIO	RO	Day								
		3	07900 1.3/2.5	Sealant	PRODUCT DATA	FIO	RO	Day								
		4	07900 1.3/2.5	Sealant	CERTIFICATES	FIO	RO	Day								
SECTION- 08110 Steel Doors and Frames																
		1	08110 1.2/2.1	Doors	SHOP DRAWINGS	GA	RO	Day								
		2	08110 1.2/2.2	Frames	SHOP DRAWINGS	GA	RO	Day								
		3	08110 1.2/2.1	Doors	PRODUCT DATA	GA	RO	Day								
		4	08110 1.2/2.2	Frames	PRODUCT DATA	GA	RO	Day								
SECTION- 08710 Door Hardware																
		1	08710 1.2/3.1	Hardware Schedule	SHOP DRAWINGS	GA	RO	Day								
		2	08710 1.2/1.4	Keying System	SHOP DRAWINGS	GA	RO	Day								
		3	08710 1.2/2.3	Hardware Items	PRODUCT DATA	GA	RO	Day								
		4	08710 1.2/3.1	Installation Instructions	MFRS INSTR	FIO	RO	Day								
		5	08710 1.2	Hardware Schedule Items, Data Pkg 1	O&M DATA	GA	RO	Day								

RANGE: ALL

SORT: SECTION& ITEM

SUBMITTAL REGISTER

(ER 415-1-10)

TITLE AND LOCATION Powerhouse & Intake Elevator Rehab, Chief Joseph Dam, WA

DATE 30 Jul 2002

CONTRACTOR

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NA

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						FIO or GA		OFFICE / NAME		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE
		6	08710 1.2/2.4	CloseOUT Submittals -Key Bitting??	CLOSEOUT SUBMTL	GA	RO	Day								
SECTION- 09250 Gypsum Wallboard																
		1	09250 1.3/3.1	Steel Framing	SHOP DRAWINGS	GA	RO	Day								
		2	09250 1.3/2.3.5	Control Joints	SHOP DRAWINGS	GA	RO	Day								
		3	09250 1.3/2.3.8	Fire Resistant Assemblies	SHOP DRAWINGS	GA	RO	Day								
		4	09250 1.3/3.1	Steel Framing	CERTIFICATES	GA	RO	Day								
		5	09250 1.3/2.2.1	Fire Rated Gypsum Board	CERTIFICATES	GA	RO	Day								
SECTION- 09510 Acoustical Ceilings																
		1	09510 1.4/2.2/2.3	Acoustical Ceiling Sys - Susp & Anchors	SHOP DRAWINGS	GA	RO	Day								
		2	09510 1.4/2.1/2.3	Acoustical Ceiling Ssystem	PRODUCT DATA	GA	RO	Day								
		3	09510 1.4/2.1	Acoustical Units	SAMPLES	FIO	RO	Day								
		4	09510 1.4/2.1	Acoustical Units	CERTIFICATES	FIO	RO	Day								
SECTION- 09900 Painting, General																
		1	09900 1.2/2.1	Paint	PRODUCT DATA	GA	RO	Day								
		2	09900 1.2/3.3	Mixing & Thinning	PRODUCT DATA	FIO	RO	Day								
		3	09900 1.2/3.4	Application Instructions	MFRS INSTR	FIO	RO	Day								
		4	09900 1.2/2.4	Paint	SAMPLES	GA	RO	Day								
		5	09900 1.2/2.1	Paint	TEST REPORTS	FIO	RO	Day								
		6	09900 1.2/2.1.2	Lead	CERTIFICATES	GA	RO	Day								
		7	09900 1.2/1.5.2	Mildewcode & Insecticide	CERTIFICATES	GA	RO	Day								
		8	09900 1.2/2.1.4	Volatile Organic Compound (VOC)	CERTIFICATES	GA	RO	Day								
SECTION- 10210 Metal Wall Louvers																
		1	10210 1.3/2.1/2.2	Wall Louvers	SHOP DRAWINGS	GA	RO	Day								
		2	10210 1.3/2.2	Wall Louvers	PRODUCT DATA	GA	RO	Day								
		3	10210 1.3/2.2	Wall Louvers	SAMPLES	GA	RO	Day								
		4	10210 1.3/2.2	Wall Louvers	CERTIFICATES	GA	RO	Day								
SECTION- 10522 Fire Extinguisher, Cabinets & Accessories																
		1	10522 1.2/2.1/2.3	Product Information - Cabinets	PRODUCT DATA	GA	RO	Day								
SECTION- 13080 Seismic Protection for Misc Equipment																
		1	13080 1.3/3.1	Bracing	SHOP DRAWINGS	GA	RO	Day								
		2	13080 1.3/3.1	Equipment Requirements	SHOP DRAWINGS	GA	RO	Day								
		3	13080 1.3/2.2/3.4	Bracing	PRODUCT DATA	GA	RO	Day								
		4	13080 1.3/2.1/3.5	Equipment Requirements	PRODUCT DATA	GA	RO	Day								
SECTION- 14220 Traction Elevator Modernization																
		1	14220 1.6.1.1	Layout Drawings	SHOP DRAWINGS	GA	RO	Day								

RANGE: ALL

SORT: SECTION& ITEM

SUBMITTAL REGISTER

(ER 415-1-10)

TITLE AND LOCATION Powerhouse & Intake Elevator Rehab, Chief Joseph Dam, WA

DATE 30 Jul 2002

CONTRACTOR

CONTRACT NUMBER

NA

ACTIVITY No.	TRANS-MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION		REVIEWER		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION	
						FIO or GA		OFFICE / NAME		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE
		2	14220 1.6.1.2	Hoistway Drawings	SHOP DRAWINGS	GA	RO	Day								
		3	14220 1.6.1.3	Control System Layout	SHOP DRAWINGS	GA	RO	Day								
		4	14220 1.6.7	Reused Equipment Repair Plan	SHOP DRAWINGS	GA	RO	Day								
		5	14220 1.6.3	Posted Operating Instructions	MFRS INSTR	GA	RO	Day								
		6	14220 1.6.4	Spare Parts	PRODUCT DATA	GA	RO	Day								
		7	14220 1.6.5	Welders Certifications & Qualifications	CERTIFICATES	GA	RO	Day								
		8	14220 1.6.2	Operation & Maintenance Instructions	O&M DATA	GA	RO	Day								
		9	14220 1.6.6/3.1	Inspection Notificaiton	CLOSEOUT SUBMTL	GA	RO	Day								
SECTION- 15070		Seismic Protection for Mechanical System														
		1	15070 1.4/3.1	Coupling and Bracing	PRODUCT DATA	GA	RO	Westmore								
		2	15070 1.3/1.4	Equipment Requirements; RAHU, AHU	PRODUCT DATA	GA	RO	Westmore								
		3	15070 1.4/2.1/3.4	Contractor Designed Bracing, Ductwork	PRODUCT DATA	FIO	RO	Westmore								
SECTION- 15653		Air-Conditioning System (Unitary Type)														
		1	15653 1.2/1.4	Verification of Dimensions	STATEMENTS	FIO	RO	Westmore								
		2	15653 1.2/3.1	Shop Drawings	SHOP DRAWINGS	GA	RO	Westmore								
		3	15653 1.2/2.5/2.6	Air Conditioning System, RAHU-1, AHU-1	PRODUCT DATA	GA	RO	Westmore								
		4	15653 1.2/3.1.9	Framed Instructions	SHOP DRAWINGS	GA	RO	Westmore								
		5	15653 1.2	O & M Data: RAHU-1, AHU-1	O&M DATA	GA	RO	Westmore								
		6	15653 1.2/3.2	Testing Notices	CLOSEOUT SUBMTL	GA	RO	Westmore								
		7	15653 1.2	Demonstrations -- Training Notice	STATEMENTS	GA	RO	Westmore								
SECTION- 15895		Air Supply/Distribution/Vent/Exhaust Sys														
		1	15895 1.4/2.8	Ductwork Components, CD-1, RG-1, MD,SG-1	PRODUCT DATA	GA	RO	Westmore								
		2	15895 1.4/2.9	Air Systems Equipment	PRODUCT DATA	GA	RO	Westmore								
		3	15895 1.4	Air Supply, Distrib, Vent, Exhst Manuals	O&M DATA	GA	RO	Westmore								
		4	15895 1.4/2.8.7	Dampers	O&M DATA	GA	RO	Westmore								
SECTION- 16070		Seismic Protect for Electrical Equipment														
		1	16070 1.3/2.1/3.2	Lighting Fixtures in Building	SHOP DRAWINGS	GA	RO	Dodroe								
		2	16070 1.3/2.2/3.2	Lighting Fixtures in Building	PRODUCT DATA	GA	RO	Dodroe								
		3	16070 1.3/2.2	Contractor Designed Bracing	SHOP DRAWINGS	GA	RO	Day								
SECTION- 16415		Electrical Work, Interior														
		1	16415 1.3/3.15,16	Onsite Test	PRECON SUBMTL	GA	RO	Dodroe								
		2	16415 1.3/2.7	Interior Electrical Equipment	SHOP DRAWINGS	GA	RO	Dodroe								
		3	16415 2.16.4	Fault Current Protxn, Coord Study	PRODUCT DATA	GA	RO	Dodroe								
		4	16415 2.7/2.2.1	Manufacturer's Catalog Cuts	PRODUCT DATA	GA	RO	Dodroe								
		5	16415 1.3	Material, Equip & Fixture Lists	PRODUCT DATA	GA	RO	Dodroe								

RANGE: ALL

SORT: SECTION& ITEM

SUBMITTAL REGISTER

(ER 415-1-10)

TITLE AND LOCATION Powerhouse & Intake Elevator Rehab,Chief Joseph Dam, WA
 DATE 30 Jul 2002
 CONTRACTOR _____ CONTRACT NUMBER NA

ACTIVITY No.	TRANS-MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION		REVIEWER		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION	
						FIO or GA		OFFICE / NAME		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE
		6	16415 2.2.1/2.14	Installation Instructions	MFRS INSTR	GA	RO	Dodroe								
		7	16415 1.3	Factory Test Reports	TEST REPORTS	GA	RO	Dodroe								
		8	16415 1.3/3.15	Field Test Plan	TEST REPORTS	GA	RO	Dodroe								
		9	16415 1.3/3.16	Field Test Reports	TEST REPORTS	GA	RO	Dodroe								
		10	16415 1.3	Materials & Equipment for Testing	TEST REPORTS	GA	RO	Dodroe								
		11	16415 1.3/1.2.6	As-Built Drawings	CLOSEOUT SUBMTL	GA	RO	Dodroe								

RANGE: ALL

SORT: SECTION& ITEM

SECTION 01410

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 QUALIFICATIONS

The credentials of the CQC Manager and Contractor's Safety Manager must indicate training, experience, knowledge and concern about potentially environmentally disruptive activities including but not limited to removal and disposal of lead or asbestos contaminated debris.

1.4 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

The environmental protection plan.

1.6 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.6.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, state, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.6.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic meters (yards) or tons along with the percent that was diverted.
- f. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the Project Office in addition to the legally required Federal, state, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
 2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
 3. Training requirements for Contractor's personnel and methods of accomplishing the training.
 4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
 5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
 6. The methods and procedures to be used for expeditious contaminant cleanup.
- g. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to

participate in Federal, state, regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

h. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, state, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

1.6.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, state, regional, and local environmental laws and regulations.

3.2 PROTECTION OF LAND RESOURCES

The Contractor shall confine its activities to areas defined by the drawings and specifications.

3.3 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.3.1 Solid Wastes

The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, state, and local requirements for solid waste disposal. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

3.3.1.1 Handling of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

3.3.1.2 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price.

3.3.1.3 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

3.3.1.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned.

3.3.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 150 mm (6 inches) of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, state, and local laws and regulations.

3.3.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and shall manage and store hazardous waste in accordance with the Project Office hazardous waste management plan. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary and appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, state and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

3.3.4 Fuel and Lubricants

There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.5 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed.

PART 2 and 3 (NOT USED)

END OF SECTION

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall

construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager. If the project manager and project superintendent are the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330, SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test

frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties except may also be the project superintendent subject to conditions of paragraph 3.2.2 a. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Specialized CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: elevator mechanical and control systems. This individual shall be an independent consultant acting as a subcontractor; be responsible to the CQC System Manager; separately review the plans and specifications for the required work prior to the first inspection, be physically present at the construction site during the punch-out, pre-final and final acceptance inspections for each elevator; and have the necessary education and/or experience in accordance with the experience matrix listed herein. This position is separate from any required L & I inspection and certification from the State of Washington. This individual shall have no other duties other than quality control for the indicated systems.

Experience Matrix	
<u>Area</u>	<u>Qualifications</u>
a.	<p>Elevator Systems Mechanical and Controls</p> <p>The consultant shall have been exclusively engaged in elevator consulting for a minimum of five years and shall not have engaged in contracting for a manufacturer, installation or maintenance of elevators for that period nor currently engaged in manufacturing, installation, or maintenance of elevators. Must be specifically knowledgeable in requirements conforming to ASME A17.1c, A17.2.1b and A17.3a. Must possess all Washington State authorized and required certifications for code compliance of elevator systems.</p>

3.4.4 Additional Requirement

In addition to the above experience education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors." This course is periodically offered at AGC offices throughout the state of Washington and Oregon.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site

which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

(a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

(b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials. Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel

Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

<http://www.wes.army.mil/SL/MTC/mtc.htm>

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Cost of onsite inspections is \$2500 plus travel time and cost from Vicksburg MS. Cost of audits is \$1500. If an onsite inspection is required following an audit, the cost of the inspection shall be \$1500 plus travel time and cost. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199
Phone: (610) 634-2496 or (601) 634-3261

ATTN: Project _____, Contract Number _____

Coordination for each specific test, exact delivery location and dates will be made through the Area Office. If samples are scheduled to arrive at the laboratory on a weekend (after 1700 Friday through Sunday) notify the laboratory at least 24 hours in advance at (601) 634-3974 to arrange for delivery.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from the Project Office user groups, may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR _____

DATE _____

REMARKS

END OF SECTION

SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

U.S. DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, ENGINEERING MANUAL (EM)

EM 385-1-1 (3 Sep 1996) Safety and Health Requirements Manual

1.2 AVAILABILITY OF UTILITY SERVICES

1.2.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

1.2.2 Electricity

Subject to available supply, reasonable amounts of electric current will be made available by the Government, without charge, to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall extend the existing electrical distribution system (overhead and underground) for temporary electrical service to the staging area, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the construction. Temporary connections shall conform to requirements of Paragraph 1.4 "Temporary Electric Wiring."

1.3 SANITARY PROVISIONS

The Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.4 TEMPORARY ELECTRIC WIRING

1.4.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of NFPA 70 and EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen. Extension cords shall be of the correct type for the intended use. No splices nor insulation repairs will be permitted. Extension cords, being part of a temporary power system, shall be protected by GFCI at the outlet and removed from service if insulation has been compromised or splices made in the cord. Extension cords shall be inspected by a competent craftsman prior to each shifts use.

1.4.2 Construction Equipment

In addition to the requirements of EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of NFPA 70.

1.4.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.5 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction. The Contractor is responsible for making certain that its fire extinguishers are of the right type and are fully charged.

1.6 STAGING AREA

1.6.1 Project Grounds

Contractor will be provided adequate open staging area as directed by the Contracting Officer. The Contractor's staging area will be in the vicinity of west side of the Warehouse. Exact location to be coordinated with the Contracting Officer's representative. The job-site office may be in the staging area. Contractor is responsible for the security of material stored in the staging area.

Contractor shall be responsible for keeping staging area, and office area clean and free of weeds and uncontrolled vegetation growth. Weeds shall be removed by pulling or cutting to within 1-inch of ground level. Lawn areas shall be mown to keep growth to less than 2-inches. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the contractor's payment.

1.6.1.1 Job Conditions

The staging area will not be in the immediate area of the power house due to space limitations and interference with other activities. Only a limited amount of materials and equipment will be allowed on the Tailrace and Service Decks. This will be only during times of moving materials or removing waste. No materials and equipment shall remain on the Tailrace and Service Decks when work is not in progress. The Contractor shall be required to maintain safe access through the work area.

1.6.2 Working Areas in Building

Contractor will be provided an area for storage of tools and materials in the vicinity of each elevator. Size and location to be as directed by the Contracting Officer.

1.7 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding work shift. The work area shall be cleaned up by laborers designated to accomplish this task at the close of each shift. Trash, debris, garbage and refuse shall not be allowed to accumulate and must be placed in approved holding areas and containers. After each work shift all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.8 HARD HAT SIGNS

The Contractor shall provide 24 x 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

1.9 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of EM 385-1-1, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails. Walking on beams and/or girders and the climbing of columns is prohibited without positive protection. Perimeter guardrails shall be installed at floor, roof, or wall openings more than 6 feet above an adjoining surface and on roof perimeters. Rails shall be designed to protect all phases of elevated work. Rails shall be designed by a licensed engineer to provide adequate stability under any anticipated impact loading. As a minimum, the rails shall consist of a top

rail at a height of 1 meter, a mid-rail, and a toe board. If safety belts and harnesses are used, the positive fall protection plan will address fall restraint versus fall arrest. Body belts will ONLY be used for fall restraint, they will not be used for fall arrest.

1.10 SCAFFOLDING

The Contractor shall furnish and install all necessary scaffolding. Approved antislip surface material shall be installed on scaffolding platforms. Scaffolding shall comply in every respect with EM 385-1-1. Any scaffolding, ladder, stairway, or other access schemes proposed to be used which is not covered in or not in compliance with EM 385-1-1 shall be coordinated with and approved by the Contracting Officer.

1.11 SAFE CLEARANCE PROCEDURES

A safe clearance system for the control of hazardous energy (lockout/tagout) is used by project personnel to ensure continuity of service and safety to personnel and equipment. The Chief Joseph Dam project will require a clearance to protect either project equipment or employees from the release of hazardous energy. Any work performed which requires taking project operating equipment out of service shall be done only after a formal clearance is obtained through the Chief Joseph Dam Project Office. All work in the area of generating unit transmission lines shall be subject to the Chief Joseph Dam Safe Clearance Procedures and Requirements. The Government will control and perform all shutdown of generating units and transmission equipment affected by the work of this contract. Control of hazardous energy and safe clearance procedures shall be in accordance with EM 385-1-1. Contractor's Hazardous Energy Control Plan shall be submitted to the Contracting Officer for Government approval within 30 days of notice to proceed and in accordance with the submittal requirements of Section SUBMITTAL PROCEDURES. Clearance shall not be violated by Contractor personnel. Any violation of safe clearance procedures will be grounds for requesting the removal of the offender(s) from the project site.

1.12 CONTRACTOR'S EQUIPMENT AND MATERIAL

The planned method of transportation and operation of Contractor heavy equipment to be used in the performance of this contract shall be coordinated with the Contracting Officer. This shall include the type, size, and loading of equipment and the proposed transportation routes and work areas to be used on the project. Operation of heavy equipment adjacent to existing structures shall be avoided when possible.

1.13 DAMAGED EQUIPMENT OR ABNORMAL CONDITIONS

The Contracting Officer shall be informed immediately upon finding any damaged equipment or other abnormal conditions involving additional work in which the Contractor believes he has no responsibility. The failure or abnormality shall not be disturbed until witnessed. Any damage or abnormal conditions not reported as specified above but discovered at a later date, shall be corrected at the Contractor's expense.

1.14 PROTECTION OF MATERIAL AND WORK

Materials, supplies, tools, equipment and Government property (including all tools, equipment, and special devices supplied by the Contractor and to be turned over to the Government at the end of the Contract) shall be protected and preserved in accordance with manufacturer's recommendations. If

material, equipment, supplies, and work performed are not adequately protected, such property may be protected by the Government and the cost thereof will be charged to the Contractor or deducted from any payment due. Protection of the powerhouse floors and walls (concrete and tile) shall be provided and maintained by the Contractor. Plywood, 3/4 inch thick minimum and visqueen 5 mil thick minimum shall protect the powerhouse floors under all stored materials, supplies, tools, and equipment unless approved by the Contracting Officer. Any floors damaged or stained shall be repaired or replaced by the Contractor. The Contractor is responsible for the removal of all stains and residues, and the repair of damage to structures and equipment caused by this work. Operating components of existing powerhouse equipment shall be protected.

1.15 GAS, VAPOR, FUME, DUST, AND MIST CONTROL IN POWERHOUSE

All necessary measures shall be taken to effect maximum control of all gases, vapors, fumes, dusts and mists created by Contractor operations under this contract. To the maximum extent possible, all dust and dirt shall be removed by vacuum cleaning, unless otherwise directed by the Contracting Officer. The required Control program shall include the following:

- a. Provision of exhaust ducts which shall discharge outside the powerhouse structure where mechanical ventilation is used. Ventilation systems shall comply with requirements of 29 CFR 1910.94 and 29 CFR 1926.57.
- b. Controlled operation of power-driven tools.
- c. Furnishing and removing of approved dust preventatives in areas which cannot be properly rendered free from excessive dusting by vacuum cleaning or other methods.
- d. Vacuum cleaning (or other acceptable method) of spaces within the powerhouse where dust accumulates.
- e. Only air, electrical, propane, or battery-driven equipment may be used inside the powerhouse.
- f. The powerhouse is pressurized to prevent dust infiltration from the outside. All doors shall be kept closed when not being used.
- g. Methods to prevent exposure of employees to inhalation, ingestion, skin absorption, or contact with any material or substance at concentrations above those specified in 29 CFR 1910.1000, 29 CFR 1926.55 and .58.

1.16 CARE OF DRAINS

Existing powerhouse floor drains including the unwatering drains and transformer cell drains shall not be used for disposal of any solid material or any liquids other than clear water. Drains obstructed by the Contractor shall be cleaned by the Contractor. All costs incurred in the cleaning and clearing of plugged drains, shall be borne by the Contractor.

1.17 USE OF CRANES

Cranes used for raising material to a work surface may not under any condition enter the safety zone around high voltage power lines. Prior to using any crane, the physical reach of the crane and its placement shall be submitted to the Contracting Officer for approval. Any crane activity on the 970 elevation of the intake facility shall require removing from service the 480 volt power supply to the intake crane in accordance with paragraph 1.11 "Safe Clearance Procedures."

1.18 TEMPORARY FACILITIES

Temporary facilities provided during construction shall be removed prior to final payment.

1.19 PROTECTION AND RESTORATION OF EXISTING FACILITIES

All existing facilities shall be protected whether or not shown on the drawings. Upon completion of the work, all the existing facilities, not included as a portion of the work, shall be left in a condition equal to the original condition prior to the contract. Costs for repair and restoration of any facilities shall be considered to be incidental to and included in the contract price.

1.20 GOVERNMENT WITNESSING AND SCHEDULING OF TESTING

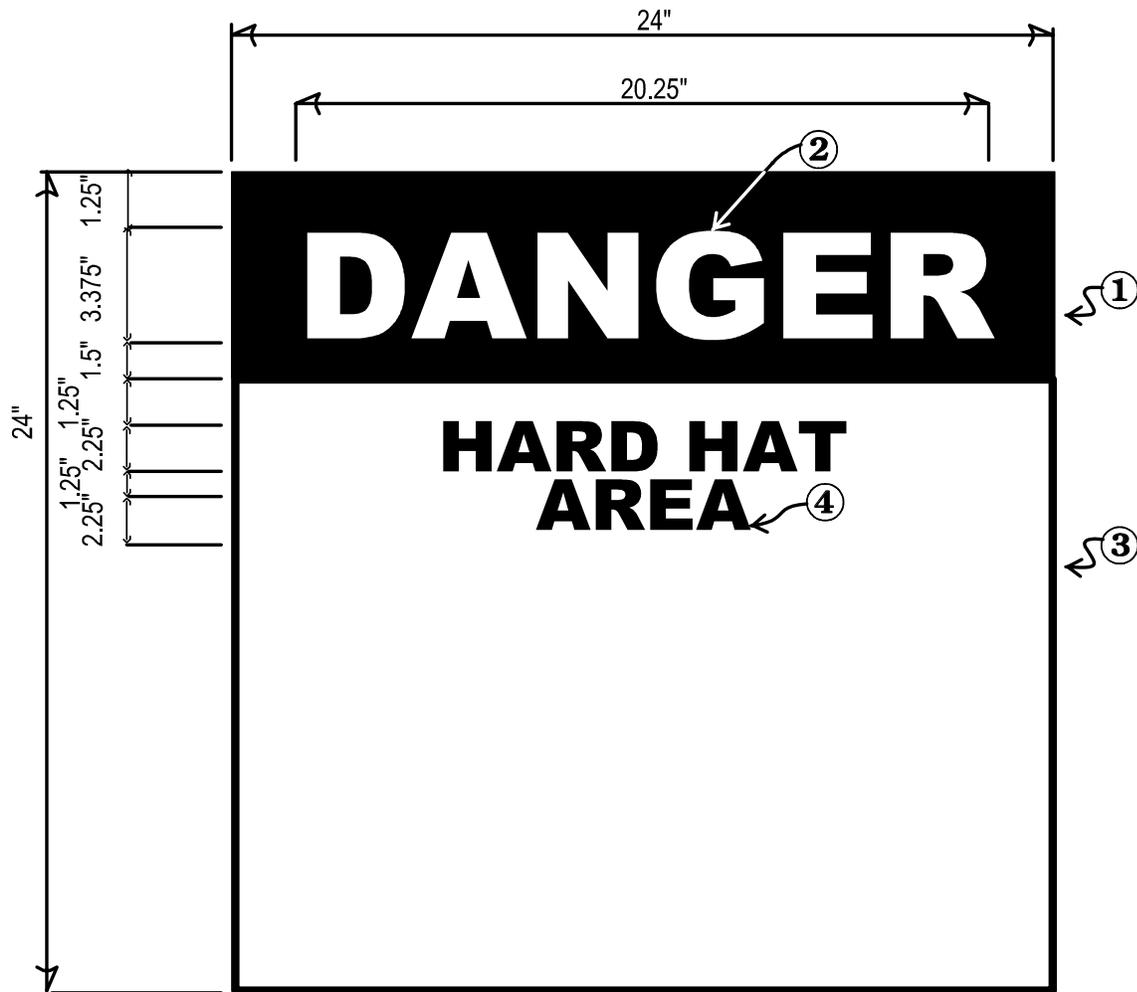
The Contractor shall notify the Contracting Officer, by serial letter, of dates and agenda of all performance testing of the following systems: mechanical (including fire protection, controls and sound isolation), and electrical (including fire protection) not later than 10 calendar days prior to start of such testing. In this notification, the Contractor shall certify that all equipment, materials, and personnel necessary to conduct such testing will be available on the scheduled date and that the systems have been prechecked by him and are ready for performance and/or acceptance testing. Contractor shall also confirm that all operations and maintenance manuals have been submitted and approved. **NO PERFORMANCE AND/OR ACCEPTANCE TESTING WILL BE PERMITTED UNTIL THE OPERATIONS AND MAINTENANCE MANUALS HAVE BEEN APPROVED.**

Government personnel, at the option of the Government, will travel to the site to witness testing. If the testing must be postponed or canceled for whatever reason not the fault of the Government, the Contractor shall provide the Government not less than 3 working days advance notice (notice may be faxed) of this postponement or cancellation. Should this 3 working day notice not be given, the Contractor shall reimburse the Government for any and all out of pocket expenses incurred for making arrangements to witness such testing including, but not limited to airline, rental car, meal, and lodging expenses. Should testing be conducted, but fail and have to be rescheduled for any reason not the fault of the Government, the Contractor shall similarly reimburse the Government for all expenses incurred.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)

(Sign detail follows)

END OF SECTION



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
- COLOR
 1. SAFETY RED (SR)
 2. WHITE
 3. WHITE
 4. BLACK
- LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
- LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
- SIGNS SHALL BE POSTED AT 6 FEET-6 INCHES (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.
- LETTERING TO BE CENTERED ON PANEL.

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SECTION 01702

AS BUILT RECORDS AND DRAWINGS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-11 Closeout Submittals

As-Built Field Data; G

Two sets of the As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 20 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings for backcheck to the Contracting Officer within 10 calendar days of receipt. When submitted drawings are accepted, one set of marked drawings will be returned to the Contractor for the completion of the as-built drawings.

As-Built Prints for System Acceptance Testing

One set of marked-up as-built prints shall be furnished at the time of system acceptance testing. These as-built prints shall be in addition to the submittals of marked-up as-built field data.

As-Built Drawings; G

Drawings showing as-built conditions of the project.

The Preliminary As-Built Drawings submittal shall consist of one set of Electronic Microstation CADD files on CD-ROM showing each drawing, and 2 sets of prints. The CD-ROMs shall be marked as "Preliminary As-Built Drawings." One copy of the prints marked with review notations by the Contracting Officer, will be returned to the Contractor.

The final as-built drawings shall consist of two sets of Electronic Microstation CADD files on CD-ROM showing each drawing, and 2 sets of prints and one set of full size mylar drawings. Final drawings shall incorporate contract changes and plan deviations. Lines, letters, and details will be sharp, clear, and legible. Additions or corrections to the drawings will be drawn to the scale of the original drawing. Documents shall be current.

1.2 PAYMENT

Payment for the preparation and furnishing of as-built records and as built drawings in electronic file format will be made in accordance with the SCHEDULE and Section 01270 MEASUREMENT AND PAYMENT. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 AS-BUILT FIELD DATA

3.1.1 General

The Contractor shall keep at the construction site two complete sets of full size prints of the contract drawings, reproduced at Contractor expense, one for the Contractor's use, one for the Government. During construction, both sets of prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

- a. The locations and dimension of any changes within the building or structure.
- b. 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.
- c. All changes or modifications from the original design and from the final inspection.
- d. Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during construction to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

3.2.1 Government Furnished Computer Aided Design and Drafting (CADD) Drawings

No earlier than 30 days after award the Government will have available for the Contractor one set of MicroStation electronic file format contract drawings to be used for preparation of as-built drawings. The electronic file drawings will be available on either 89 mm (3-1/2 inch) 1.44 MB floppy disks or ISO-9660 CD-ROM, as directed by the Contracting Officer. The Contractor has 30 days after the receipt of the electronic file to verify the usability of the MicroStation files, and bring any discrepancies to the attention of the Contracting Officer. Any discrepancies will be corrected within 15 days and files returned to the Contractor.

3.2.2 Contractor Prepared As Built Drawings

The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1). The Contractor shall also incorporate all the written modifications to the contract drawings which were issued by amendment during the bidding period or by modification after award of the contract. All revisions and changes shall be incorporated, i.e. items marked "deleted" shall be deleted, clouds around new items shall be removed, etc. The Contractor shall prepare the complete set of preliminary final and final as-built drawings in MicroStation electronic file format. The electronic file format, layering standards and submittal requirements are specified in the paragraph "Electronic File Format Requirements."

3.2.2.1 Quality Standards

The drafting work shall be performed by Certified Engineering Technicians and/or personnel proficient in the preparation of CADD drawings. The as-built drawings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, and lettering, and symbols. If additional drawings are required they shall be prepared in electronic file format under the same guidance.

3.2.2.2 Marking of Final Drawings

When final revisions have been completed, each drawing shall be identified 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.

3.2.3 Electronic File Format Requirements

3.2.3.1 General

The MicroStation electronic file(s) deliverable shall be in MicroStation 'DGN' binary format. All support files required to display or plot the file(s) in the same manner as they were developed shall be delivered along with the files. These files include but are not limited to Font Libraries, Pen Tables, and Referenced files.

3.2.3.2 Layering

Layering shall remain as provided in the electronic files. An explanatory list of which layers are in each drawing, including any additional layers needed to complete incorporation of the As-Built data shall be provided with each submittal.

3.2.3.3 Electronic File Deliverable Media

All electronic files shall be submitted in ISO 9660 format CD-ROM (CD). Zip drive disks shall not be provided. Each CD shall have a clearly marked label stating the Contractor's firm name, project name and location, submittal type (AS-BUILT), and date the CD was made. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with tabulated information about all files submitted, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
-----------------------------	---------------------	----------------------

Electronic version of the table shall be included with each submittal set of disks.

3.3 SUBMITTAL OF AS-BUILT DRAWING DELIVERABLES

3.3.1 Preliminary Final As-Built Record Drawings

After substantial completion of all work and no later than 10 calendar days after completion of the pre-final inspection the Contractor shall submit preliminary final CADD as-built record drawings. The Contractor shall also submit two sets of prints of these drawings for Government review and approval (preliminary as-built drawings). The Government will promptly return one set of prints annotated with any necessary corrections. All drawings from the original contract drawings set shall be included, including the drawings where no changes were made. The Government will review all as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the specified CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval.

3.3.2 Final As-Built Record Drawings

After completion of all work and acceptance by the Contracting Officer and no later than 30 calendar days after completion of the final inspection the Contractor shall submit final CADD as-built record drawings. All drawings from the original contract drawings set shall be included, including the drawings where no changes were made. The Government will review all final as-built record drawings for

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accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The drawings will be returned to the Contractor if corrections are necessary. Within 7 calendar days the Contractor shall revise the CADD files accordingly at no additional cost.

A complete set of full size mylars shall be taken from the disk. The mylars are to be submitted only after all corrections are made, if any.

END OF SECTION

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SECTION 01703

WARRANTY OF CONSTRUCTION

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Warranty Management Plan; G

Three sets of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, e-mail address and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags; G

Two record copies of the warranty tags showing the layout and design.

1.2 WARRANTY MANAGEMENT

1.2.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in SECTION 00700, CONTRACT CLAUSES. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact, telephone numbers and e-mail addresses within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses, e-mail addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names, 24-hour emergency phone numbers and e-mail addresses of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.2.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification by the Contracting Officer or his representative of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.2.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number, e-mail address and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact shall be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this contract.

NOTE: Local service area is defined as the area in which the Contractor or his representative can meet the response times as described in paragraph 1.2.4 below and in any event shall not exceed 200 miles radius of the construction site.

1.2.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Government or utility owner, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period within two working days of repair completion. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. Interim status reports shall be submitted weekly on repairs that have not yet been completed. If the Contractor does not perform the construction warranty work within the timeframes specified, the Government will perform the work and backcharge the Contractor.

a. First Priority Code 1 - Safety/Life & Health/Emergency: Perform onsite inspection to evaluate situation and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2 – Property Damage/Severe Inconvenience/Urgent: Perform onsite inspection to evaluate situation and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows (the applicable priority will be determined by the Government in its sole discretion):

Code 1-Mechanical Systems

- (1) Elevator hoist system malfunction

Code 1-Doors

- (1) Elevator doors not operational, causing a security, fire, or safety problem.

Code 1-Electrical

- (1) Power failure (elevator).
- (2) Security lights
- (3) Smoke detectors
- (4) Elevator control system malfunction
- (5) Control stations malfunction

Code 2-Electrical

- (1) Receptacle and lights, exit lights or emergency lights (elevator system).

Code 3-Interior

- (1) Floors damaged.
- (2) Paint chipping or peeling.
- (3) Car panels

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 3-All other work not listed above.

1.2.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material _____.
- b. Model number _____.
- c. Serial number _____.

- d. Contract number _____.
- e. Warranty period _____ from _____ to _____.
- f. Contractor Inspector's (QC) signature _____.
- g. Construction Contractor _____.
Address _____.
Telephone number _____.
E-mail address _____.
- h. Warranty contact _____.
Address _____.
Telephone number _____.
E-mail address _____.
- i. Warranty response time priority code _____.

END OF SECTION

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SECTION 01705

EQUIPMENT-IN-PLACE LIST

PART 1 GENERAL

1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

1.1.1 Equipment-In-Place List

The final equipment-in-place list shall be completed and returned to the Contracting Officer within 30 calendar days of the final inspection. The Contracting Officer will review all final Equipment-In-Place Lists for accuracy and conformance to the requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The lists shall be returned to the Contractor if corrections are necessary. The Contractor shall make all corrections and shall return the lists to the Contracting Officer within 7 calendar days of receipt.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 EQUIPMENT-IN-PLACE LIST

Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. 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 showing minimum data required is provided at the end of this section. The EQUIPMENT-IN-PLACE LIST shall be comprised of all equipment falling under one or more of the following classifications:

- a. Each piece of equipment listed on the mechanical equipment schedules.
- b. Each electrical panel, switchboard, and MCC panel.
- c. Each transformer.
- d. Each piece of equipment or furniture designed to be movable.
- e. Each piece of equipment that contains a manufacturer's serial number on the name plate.
- f. All Government furnished, Contractor installed equipment per a. through e. (price data excluded)

EQUIPMENT-IN-PLACE LIST

CONTRACT NO.: _____

Specification Section: _____ Paragraph No. _____

ITEM DESCRIPTION: _____

Item Name: _____

Serial Number: _____

Model Number: _____

Capacity: _____ Replacement Cost _____

ITEM LOCATION:

Building Number: _____ Room Number: _____

or Column Location: _____

MANUFACTURER INFORMATION:

Manufacturer Name: _____

Trade Name (if
different from item name): _____

Manufacturer's Address: _____

Telephone Number: _____

WARRANTY PERIOD: _____

CHECKED BY: _____

END OF SECTION

SECTION 01782

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 GENERAL INFORMATION

Parts catalogs and operating instructions needed or useful in operation, maintenance, repairs, dismantling, or assembling, and for repair and identification of parts for ordering replacements, shall be especially prepared. The parts catalogs and operating instructions shall cover all equipment and other items including architectural specialties, which are furnished under this contract, as specified and shall be assembled under a suitable common cover. The assembled material shall include complete identification of the spare parts furnished in compliance with the requirements of these specifications.

1.2 SUBMITTAL REQUIREMENTS

1.2.1 Preliminary O&M Manual And Data Submittal

1.2.1.1 General

To establish and assure uniform O&M manual format, the Contractor shall submit and receive Contracting Officer approval on three (3) complete sets of O&M data without the binders prior to submission of the final bound manuals. Initial O & M Manual data submittal shall be a minimum of 30 days prior to 90 percent project completion.

1.2.1.2 Review and Approval

The Contracting Officer will require thirty (30) days for review of submitted O&M manual(s) or data. The Contracting Officer will retain one copy of unacceptable O&M manual submittal and return remainder of copies to the Contractor marked "Returned for Correction." If "Returned for Correction." the Contractor shall resubmit the required number of copies of the manual(s) incorporating all comments, prior to substantial completion and/or use and possession. The Contractor may, at his option, update the copy retained by the Government in lieu of providing the added copy.

1.2.2 Final O&M Manual And Data Submittal

Six copies of the complete set of manuals shall be provided for each separate building and any separate support equipment.

1.2.2.1 Three of the six completed copies of the final O&M manuals (for each building or equipment) shall contain original manufacturer's data. Data in the remaining manuals may be duplicated copies of original data. All data furnished must be of such quality to reproduce clear, legible copies.

1.3 FORMAT

Binders shall be side-binding, telescoping-post, expandable-back, and shall have a supported vinyl cover with a stiff binder board for 8 1/2- by 11-inch sheets. Ring-type loose leaf binders will not be acceptable. The following identification shall be inscribed on the covers with similar information on a title page inside the binder:

- (1) The words "OPERATIONS AND MAINTENANCE MANUAL."
- (2) The name and location of the building, facility, and/or project.
- (3) The volume number and total number of volumes.
- (4) The systems and/or equipment therein.
- (5) The name of the Contractor.
- (6) The contract number.
- (7) The year of completion of the contract.

1.3.1 Master Table Of Contents

Each manual shall contain a master table of contents. The master table of contents shall contain all chapters, appendixes, and a master index and shall be included in the front of the first volume if there is more than one volume. Each subsequent volume shall contain an index for the contents within that respective volume. Each volume shall not be broken between chapters, appendixes, and/or indexes. All chapters, appendixes, and indexes shall be adequately separated and identified by standard line indexes.

1.3.2 Drawings

One 11- by 17-inch copy of each of the drawings shall be furnished and shall be folded and bound for easy unfolding without removal from the binder. Each sheet in the binder shall be numbered and an index provided for ready reference to the data.

1.4 CONTENTS

1.4.1 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.

1.4.2 Operation Data

The operation data shall include specific operating instructions, functional description of operating parts, and special precautions or procedures to be considered. The Contractor shall be responsible for the necessary coordination between his subcontractors, suppliers, and manufacturers to assure complete submittals on individual interrelated equipment components.

a. Description: Narrative and technical descriptions of the system and of the interrelations with other systems.

b. Check List Prior to Start Up: Precautions and prechecks prior to start up of equipment and/or system, including safety devices, monitoring devices and control sequence shall be provided.

c. Start Up and Operation: Step-by-step sequential procedures for start up and normal operation checks for satisfactory operation shall be provided. Safety precautions and instructions that should be followed during these procedures shall be incorporated into the operating instructions and flagged for the attention of the operator. Procedures shall include test, manual or normal, and automatic modes.

d. Shutdown: Procedures for normal and emergency shutdown of equipment and/or systems shall be provided. The instructions shall include any procedures necessary for placing the equipment and/or system on standby or preparing the equipment and/or system for start up at a later time. Procedures shall include test, manual or normal, and automatic modes.

e. Operator Data: The instructions shall include equipment and/or system layouts showing all piping, wiring, breakers, valves, dampers, controls, etc., complete with diagrams, schematics, isometrics, and data to explain the detailed operation and control of each individual piece of equipment and/or system, including system components. Layouts shall show the location within the facility of controls, valves, switches, dampers, etc., by reference to site location, wing designation, floor, room number, or other clear and concise directions for locating the item. Operator data may be identical to posted data and framed instructions but shall be prepared as part of the O&M manuals. All control systems operations data shall include the following:

(1) A fully labeled control schematic which details all set points, throttling ranges, actions, spans, proportional bands, and any other adjustment.

(2) A fully labeled elementary diagram (ladder diagram).

(3) A sequence of control on the diagrams cross-referenced to the control schematic and elementary diagram.

(4) A generic, functional description of each control component shown on the drawings.

(5) Catalog data of every control device.

f. Electrical Layout Drawings. Straight-line wiring diagram of "as-installed" elevator circuits, with index of location and function of components. Provide one reproducible master set. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain machine room set with addition of all subsequent field changes.

1.4.3 Maintenance Data

Maintenance data shall include instructions for inspection, testing, and maintenance; parts catalogs; and a list of special tools required.

a. Operator Preventive Maintenance, Major Maintenance, and Adjustments: The instructions shall include recommended operator preventive maintenance and lubrication which would normally be performed by operating personnel and adjustment procedures necessary for normal operation. Schedules shall be provided indicating time frames or operating hours for initiating operator maintenance and adjustments, and including manufacturer's recommended major maintenance requirements. Emergency adjustments shall be included and flagged for operator's attention; the instructions shall also include procedures for emergency repairs that could be performed by operating personnel. These emergency repairs or "trouble-shooting guides" shall be outlined in three columns with the following headings:

Column 1 - Trouble
 Column 2 - Probable Cause(s)
 Column 3 - Correction

b. Repairs: Repair procedures shall be presented with a step-by-step procedure for locating and correcting the trouble. A "shop manual" may be used for this purpose. Repair procedures shall be keyed to a troubleshooting guide outlined in three columns with the following headings:

Column 1 - Trouble
 Column 2 - Probable Cause(s)
 Column 3 - Correction

The procedures shall clearly indicate a major repair activity which should only be performed in a shop or factory versus normal repair work that may be performed onsite or with equipment online. The procedures shall also clearly indicate the limit of repair work that may be performed by Government personnel during the warranty period without voiding warranty provisions. Safety precautions and instructions that should be followed during these procedures shall be incorporated into the repair procedures and flagged for the attention of personnel.

c. Tools: The Contractor shall provide one of each nonstandard tool, test instrument, and gauge necessary for performing maintenance and repair work. A nonstandard tool, test instrument, or gauge is defined as an item normally supplied by the manufacturer for the equipment operation or maintenance. This includes a diagnostic test device complete with access codes, adjusters manuals and set-up manuals for adjustment, diagnosis and troubleshooting of elevator system and performance of routine safety tests. The Contractor shall prepare a master list of such items for all equipment and systems and shall key maintenance and repair procedures to this list. The above referenced items for performing maintenance and repair work shall be provided for each individual facility of multifacility projects.

1.4.3.1 Preventative Maintenance (PM) Charts

PM charts shall be developed and provided in the manual. These charts shall include the following:

(a) Subject. A clear and descriptive name for the equipment requiring PM shall be given. Reference to shop drawings and catalog cuts shall be provided in a clear manner. "Checkpoints" shall be defined for each piece of equipment.

(b) Procedure. A detailed procedural description of the method in which to perform PM shall be provided for all equipment requiring PM work. Safety precautions shall be provided. Descriptions of "checkpoints" shall be provided.

(c) Lubrication. Lubricating instructions, including recommended grade and amounts of lubricants.

(d) Schedules. The PM charts shall include recommended PM intervals. The intervals shall be defined as requiring PM either daily, weekly, monthly, quarterly, semiannually, or annually. These charts shall be inserted in an appendix at the end of the manual. This appendix shall be for PM charts only. PM shall include inspection, testing, cleaning, lubrication, replacement, and all routine maintenance work.

1.4.4 Architectural/General O&M

a. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products. Data shall include, but not be limited to, information on floor tile, wall finishes, builder's hardware, etc.

b. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

c. 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.

d. Additional Requirements: As specified in individual specifications sections.

1.4.5 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 be as indicated below. Warranties will not begin until the facility is accepted by the Contracting Officer. Copy of warranty shall be included in the manual.

WARRANTY INFORMATION

Project Title
Contract Number

General Contractors Name, Phone Number

<u>ITEM DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>O & M REFERENCE</u>	<u>LOCATION</u>
-------------------------	-------------------	-----------------	----------------------------	-----------------

(in alphabetical
order)

Descriptive Name,
Manufactures/
Warrantors Name
Address & Phone No.

1.4.6 Installed Equipment Lists

A copy of the completed Equipment in Place forms required in SECTION 01705: EQUIPMENT-IN-PLACE shall be included in the manual. The completed forms shall be located at the front of the catalog and O&M data for the equipment listed on the form.

1.4.7 Catalog Data Sheets And Spare Parts Listing

All catalog data sheets and the spare parts listing shall be inserted in an appendix at the end of the manual following the preventative maintenance (PM) charts appendix. This appendix shall be for catalog data sheets and the spare parts listing only. An index of the catalog data sheets shall be provided to provide clear and concise reference to shop drawings and individual pages within the manual.

1.4.7.1 Catalog data sheets shall be inserted into the manual such that positive identification of all parts on catalog data sheets are clearly identified by:

(a) Part Name. A clear and descriptive name shall be given to each component in the piece of equipment.

(b) Manufacturer and Part Number. The name, address, and telephone number of the manufacturer shall be given along with the catalog part number.

Standard catalog data sheets will not be acceptable unless irrelevant parts are marked out (with black "x") and relevant parts clearly identified. Any data on catalog sheets which does not directly relate to purchased equipment shall be marked out. Parts shall be so identified that they can be readily ordered from local area industrial supply outlets if not of special manufacture. A cross-reference between items

described in catalogs, instructions, and drawings shall be provided to facilitate ease of location of parts described. Highlighting and "scribble notes" will not be acceptable for identification purposes.

1.4.7.2 The spare parts listing shall clearly state the spare parts supplied and a list of recommended spare parts to be stocked. The spare parts listing shall clearly identify:

a. Part Name. A clear and descriptive name shall be given to each component listed as a spare part in the piece of equipment.

b. Manufacturer and Part Number. The name, address, and telephone number of the manufacturer shall be given along with the catalog part number.

c. Quantity. The quantity of each part listed as a spare part shall be given.

d. Reference to Catalog Data Sheets. Each spare part shall be referenced to the corresponding catalog data sheet by page number.

1.4.8 Miscellaneous Data Items

a. Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by other 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 before personnel training or performance testing acceptance for the related items of equipment or system.

b. 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 before personnel training or performance testing acceptance commences for the related item of equipment or system.

1.5 CHECKLIST

Contractor shall complete and initial a copy of the O&M Manual Check List which is provided at the end of this section, and forwarded along with ENG form 4025 as part of the O&M Manual submittal to the Contracting Officer for approval.

01024

Powerhouse and Intake Elevator Modernization, Chief Joseph Dam, Washington

1.6 PAYMENT

No partial or total payment will be made for the O & M manuals until all O&M manuals are fully approved by the Government (A or B action) and all copies of final manuals are received by the Government in their final binders (see the Schedule and Section 01270 MEASUREMENT AND PAYMENT for payment requirements).

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

O&M MANUAL - REVIEW CHECKLIST

- Does the manual cover all equipment furnished under the contract? (Review against equipment schedules on the drawings and/or equipment submittals.)
- Does the manual clearly highlight all relevant portions or cross out all irrelevant portions of catalog data?
- Does the manual contain operations data for the equipment? (Step-by-step operating instructions, start up procedures, sequences of operation, precautions.)
- Does the manual contain maintenance and repair data for the equipment? (Lubrication, dismantling, assembly, adjustment, troubleshooting.)
- Does the manual contain a separate maintenance schedule listed by frequency of occurrence?
- Does the manual contain parts lists or parts catalogs for the equipment? Parts catalog or list shall contain identification, part numbers, recommended parts to be stocked, and local source of parts.
- Does the manual contain control and interlock system diagrams where applicable?
- Is every page in the manual numbered and an index provided for ready reference to the data?
- Is the cover hard (nonflexible) with the required data inscribed on the outside and inside of the binders?
- Is the binding sliding post?
- Is any of the data in the manual under the binding where it cannot be seen?
- Do three sets of manuals contain all original data sheets and are others clearly legible?
- Are system layout drawings provided? (Simplified diagrams for the system as installed.)
- Are all drawings in the manual of 11- by 17-inch size?

Note that the above are common requirements to most contracts. Check the specific contract documents for additional information or requirements.

END OF SECTION

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SECTION 01820

DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 GENERAL INFORMATION

A formal training and demonstration course shall be conducted for operating staff members designated by the Contracting Officer. The training course shall be conducted at the project site in Government furnished facility. Audiovisual equipment and all other training materials and supplies shall be provided by the Contractor.

1.2 DEFINITIONS

1.2.1 Training Day

A training day is defined as 7 hours of classroom instruction, including two 15-minute breaks and excluding lunchtime, Monday through Thursday, during the daytime shift in effect at the project facility.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Training Course Requirements; G

Six copies of system training course material 30 days prior to the scheduled start of the training course. The training course material shall include the approved operation and maintenance manual, and paper copies of overheads used in the course and training aids to be used. Provide an overall training course, in outline form, with a proposed time schedule. Approval of the planned training schedule shall be obtained from the Government at least 10 days prior to the start of the training.

Qualifications, G

Experience and qualifications of instructors.

1.4 QUALIFICATIONS

Instructors shall have a minimum of 3 years of specialized experience in installation and operation and repair of the type of systems required to meet requirements of the Contract Documents. Instructors shall have presented or assisted in at least one previous training course or combination of courses of at least 40 hours to field operating personnel.

1.5 TRAINING-COURSE REQUIREMENTS

1.5.1 Course Management

All training schedules shall conform to standard training day as defined herein. All training sessions, for each group, shall be video taped in accordance with Section 01001 SUPPLEMENTARY REQUIREMENTS.

1.5.1.1 Training Groups

Training sessions shall be conducted for two separate groups of staff for 8 employees in each group (16 separate individuals). Unless otherwise approved all training shall be conducted in consecutive sessions for each group.

1.5.2 Training

1.5.2.1 Course Length

The training course shall be developed and coordinated to cover requirements in accordance with the following schedule:

TRAINING REQUIREMENT (By Section)	TOTAL TRAINING TIME
13851 - FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE	7 hours
14220 - TRACTION ELEVATOR MODERNIZATION	42 hours
15653 - AIR-CONDITIONING SYSTEM and 15895 - AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM	3.5 hours
16415 - ELECTRICAL WORK, INTERIOR	3.5 hours
---	Total 56 hours (for each training group)

1.5.2.2 Scheduling of Training

Initial training period shall start after the system is functionally completed and tested but prior to final acceptance. Operating and maintenance instructions shall be submitted and approved prior to the training course.

1.5.2.3 Training-Course Content

For guidance in planning the required instruction, the Contractor shall assume that attendees will have a high school education or equivalent, and are familiar with mechanical/electrical systems. Course instructions shall cover pertinent points involved in operating, starting, stopping, and servicing the equipment, preventive maintenance, troubleshooting, diagnostics, calibration, adjustment, commissioning, tuning, and repair procedures including all major elements of the approved operation and maintenance manual. Course instructions shall demonstrate all routine maintenance operations such as lubrication, general inspection, and control system and the layout and the location of each type of equipment. Control manufacturer will include review of drive, positioning device, car, motion, and supervisory control and the layout and location of each control panel. Typical systems and similar systems may be treated as a group, with instruction on the physical layout of one such system. Earthquake operation shall also be reviewed. Contractor shall provide review of maintenance and adjustment procedures on door operator, reversing edge and other hardware, exclusive of control. Additionally, include approximately 16 hours of the instruction period on other hardware; door equipment, position encoder, fixtures, and so on. The results of the performance verification tests and the calibration, adjustment and commissioning report shall be presented as benchmarks of system performance by which to measure operation and maintenance effectiveness. The training course material shall include the approved operation and maintenance manual and the approved operating instructions to be posted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

The work includes demolition, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.5 PROTECTION

1.5.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.5.2 Protection of Structures

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Contracting Officer. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.3 Protection of Existing Property

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.4 Protection From the Weather

The interior of buildings to remain; salvageable materials and equipment shall be protected from the weather at all times.

1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

1.8 AVAILABILITY OF WORK AREAS

Areas in which the work is to be accomplished will be available in accordance with the Contractor developed work schedule that has been approved by the Contracting Officer.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 UTILITIES

Existing utilities shall be removed as indicated. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor when the equipment or material to be demolished is removed from Government property. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award.

3.2.2 Reuse of Materials and Equipment

Remove and store materials and equipment listed in the specifications to be reused to prevent damage, and recondition and reinstall as the work progresses in accordance with Section 14220 TRACTION ELEVATOR MODERNIZATION.

3.2.3 Salvageable Items and Material

3.2.3.1 Material Salvaged for the Contractor

Material salvaged for the Contractor shall be stored as approved by the Contracting Officer and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.

3.2.3.2 Items Salvaged for the Government

No items will be salvaged for the separate use of the Government.

3.2.4 Fluorescent Light Ballasts

Remove polychlorinated biphenyl (PCB) contaminated ballasts from fluorescent light fixtures and dispose of as follows:

- a. Assume light fixture ballasts contain polychlorinated biphenyls (PCB's) unless marked by the manufacturer with the statement "NO PCB'S".
- b. Unmarked, non-leaking ballasts shall be removed from each light fixture and placed directly into a double thickness plastic bag. Leaking ballasts shall be wrapped in newspaper or other sorbent materials before placing into the plastic bag. For transporting, the bag shall be placed in a drum that is approved by the Department of transportation (DOT Drum Type 17H) for PCBs.
- c. Spills and all contaminated materials used for clean up shall be disposed of according to Environmental Protection Agency (EPA) requirements (Toxic Substance Control Act, 40 CFR, Part 761).
- d. Drums shall be sealed and marked with an approved EPA label, transported to an EPA approved disposal site by a licensed hazardous waste transporter, and disposed of in accordance with 40 CFR Part 761. Complete paperwork shall be maintained by the Contractor to verify proper disposal.

3.3 CLEAN UP

Debris and rubbish shall be removed from basement and similar excavations. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

-- End Of Section --

SECTION 05500

MISCELLANEOUS METAL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(2000) Carbon Structural Steel
ASTM A 123/A 123M	(2000) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 653/A 653M	(2000) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 924/A 924M	(1999) General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(2000) Structural Welding Code - Steel
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1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Miscellaneous Metal Items; G

Detail drawings indicating material thickness, type, grade, and class; dimensions; and construction details. Drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions, and templates. Detail drawings for the following items: Access Panels.

1.3 GENERAL REQUIREMENTS

The Contractor shall verify all measurements and shall take all field measurements necessary before fabrication. Welding to or on structural steel shall be in accordance with AWS D1.1. Items specified to be galvanized, when practicable and not indicated otherwise, shall be hot-dip galvanized after fabrication. Galvanizing shall be in accordance with ASTM A 123/A 123M, ASTM A 653/A 653M, or ASTM A 924/A 924M, as applicable. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall provide strength and stiffness. Joints exposed to the weather shall be formed to exclude water.

1.4 DISSIMILAR MATERIALS

Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of bituminous paint or asphalt varnish.

1.5 WORKMANSHIP

Miscellaneous metalwork shall be well formed to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean true lines and surfaces. Welding shall be continuous along the entire area of contact except where tack welding is permitted. Exposed connections of work in place shall not be tack welded. Exposed welds shall be ground smooth. Exposed surfaces of work in place shall have a smooth finish, and unless otherwise approved, exposed riveting shall be flush. Where tight fits are required, joints shall be milled. Corner joints shall be coped or mitered, well formed, and in true alignment. Work shall be accurately set to established lines and elevations and securely fastened in place. Installation shall be in accordance with manufacturer's installation instructions and approved drawings, cuts, and details.

1.6 ANCHORAGE

Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchors, expansion shields, and power-driven fasteners when approved for concrete; and machine and carriage bolts for steel.

1.7 SHOP PAINTING

Surfaces of ferrous metal except galvanized surfaces, shall be cleaned and shop coated with the manufacturer's standard protective coating unless otherwise specified. Surfaces of items to be embedded in concrete shall not be painted. Items to be finish painted shall be prepared according to manufacturer's recommendations or as specified.

PART 2 PRODUCTS

2.1 ACCESS DOORS AND PANELS

Doors and panels shall be flush type unless otherwise indicated. Frames for access doors shall be fabricated of not lighter than 16 gauge steel with welded joints and finished with anchorage for securing into construction. Access doors shall be a minimum of 14 by 20 inches and of not lighter than 14 gauge steel, with stiffened edges, complete with attachments. Access doors shall be hinged to frame and provided with a flush face, screwdriver operated latch. Exposed metal surfaces shall have a baked enamel. Access doors and panels shall have a 2-hour fire rating.

2.2 MISCELLANEOUS

Miscellaneous plates and shapes for items such as lintels, sill angles, miscellaneous mountings, and frames, shall be provided to complete the work. Plates and shapes shall meet ASTM A36.

2.3 TRENCH COVERS

Trench covers shall be designed to meet 100 psf live load. Trench frames and anchors shall be all welded steel construction designed to match cover. Covers shall be secured to frame, and shall be raised-tread, steel floor plate galvanized.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

3.2 REMOVABLE ACCESS PANELS

A removable access panel shall be installed where indicated on the drawings.

3.3 TRENCH FRAMES AND COVERS

Trench frames and covers shall finish flush with the floor.

-- End Of Section --

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SECTION 07600

SHEET METALWORK, 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 A 167	(1999) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM B 32	(1996) Solder Metal
ASTM B 209	(1996) Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B 209M	(1995) Aluminum and Aluminum-Alloy Sheet and Plate (Metric)
ASTM B 221	(1996) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B 221M	(1996) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric)
ASTM B 370	(1998) Copper Sheet and Strip for Building Construction
ASTM D 226	(1997a) Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
ASTM D 543	(1995) Evaluating the Resistance of Plastics to Chemical Reagents
ASTM D 822	(1996) Conducting Tests on Paint and Related Coatings and Materials Using Filtered Open-Flame Carbon-Arc Exposure Apparatus
ASTM D 828	(1997) Tensile Properties of Paper and Paperboard Using Constant-Rate-of-Elongation-Apparatus
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds

ASTM D 2822	(1991; R 1997e1) Asphalt Roof Cement
ASTM D 3656	(1997) Insect Screening and Louver Cloth Woven from Vinyl-Coated Glass Yarns
ASTM D 4022	(1994) Coal Tar Roof Cement, Asbestos Containing
ASTM D 4586	(1993) Asphalt Roof Cement, Asbestos Free
ASTM E 96	(1995) Water Vapor Transmission of Materials

INSECT SCREENING WEAVERS ASSOCIATION (ISWA)

ISWA IWS 089	(1990) Recommended Standards and Specifications for Insect Wire Screening (Wire Fabric)
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SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)

SMACNA Arch. Manual	(1993; Errata; Addenda Oct 1997) Architectural Sheet Metal Manual
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1.2 GENERAL REQUIREMENTS

Sheet metalwork shall be accomplished to form weathertight construction without waves, warps, buckles, fastening stresses or distortion, and shall allow for expansion and contraction. Cutting, fitting, drilling, and other operations in connection with sheet metal required to accommodate the work of other trades shall be performed by sheet metal mechanics. Installation of sheet metal items used in conjunction with roofing shall be coordinated with roofing work to permit continuous roofing operations. Sheet metalwork pertaining to heating, ventilating, and air conditioning is specified in Division 15.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Materials:

Drawings of sheet metal items showing weights, gauges or thicknesses; types of materials; expansion-joint spacing; fabrication details; and installation procedures.

1.4 DELIVERY, STORAGE, AND HANDLING

Materials shall be adequately packaged and protected during shipment and shall be inspected for damage, dampness, and wet-storage stains upon delivery to the jobsite. Materials shall be clearly labeled as to type and manufacturer. Sheet metal items shall be carefully handled to avoid damage. Materials shall be stored in dry, ventilated areas until immediately before installation.

PART 2 PRODUCTS

2.1 MATERIALS

Lead, lead-coated metal, and galvanized steel shall not be used. Any metal listed by SMACNA Arch. Manual for a particular item may be used, unless otherwise specified or indicated. Materials shall conform to the requirements specified below and to the thicknesses and configurations established in SMACNA Arch. Manual. Different items need not be of the same metal, except that if copper is selected for any exposed item, all exposed items shall be copper.

2.1.1 Accessories

Accessories and other items essential to complete the sheet metal installation, though not specifically indicated or specified, shall be provided.

2.1.2 Aluminum Extrusions

ASTM B 221, Alloy 6063, Temper T5.

2.1.3 Bituminous Cement

Type I asphalt cement conforming to ASTM D 2822 or ASTM D 4586.

2.1.4 Sealant

Unless otherwise specified, sealant shall be an elastomeric weather resistant sealant as specified in Section 07900 JOINT SEALING.

2.1.5 Fasteners

Fasteners shall be compatible with the fastened material and shall be the type best suited for the application.

2.1.6 Felt

ASTM D 226, Type I.

2.1.7 Solder

ASTM B 32, 95-5 tin-antimony.

2.1.8 Through-Wall Flashing

- a. Stainless steel, Type 304, not less than 0.003 inch thick, completely encased by and permanently bonded on both sides to 50 pound high strength bituminized crepe kraft paper, using hot asphalt, heat, and pressure.
- b. Other through-wall flashing material may be used provided the following performance criteria are met.
 - (1) No cracking or flaking when bent 180 degrees over a 1/32 inch mandrel and rebent at the same point over the same mandrel in an opposite direction at 32 degrees F.
 - (2) Water vapor permeability not more than 2 perms when tested in accordance with ASTM E 96.
 - (3) Minimum breaking strength of 90 pounds per inch width in the weakest direction when tested in accordance with ASTM D 828.
 - (4) No visible deterioration after being subjected to a 400-hour direct weathering test in accordance with ASTM D 822.
 - (5) No shrinkage in length or width and less than 5 percent loss of breaking strength after a 10-day immersion, per ASTM D 543, in 5 percent (by weight) solutions, respectively, of sulfuric acid, hydrochloric acid, sodium hydroxide or saturated lime (calcium hydroxide).

2.1.9 Louver Screen

Type III aluminum alloy insect screening conforming to ISWA IWS 089.

PART 3 EXECUTION

3.1 PROTECTION OF ALUMINUM

Aluminum shall not be used where it will be in contact with copper or where it will contact water which flows over copper surfaces. Aluminum that will be in contact with wet or pressure-treated wood, mortar, concrete, masonry, or ferrous metals shall be protected against galvanic or corrosive action by one of the following methods:

3.1.1 Paint

Aluminum surfaces shall be solvent cleaned and given one coat of zinc-molybdate primer and one coat of aluminum paint as specified in Section 09900 PAINTING, GENERAL.

3.1.2 Nonabsorptive Tape or Gasket

Nonabsorptive tape or gasket shall be placed between the adjoining surfaces and cemented to the aluminum surface using a cement compatible with aluminum.

3.2 CONNECTIONS AND JOINTING

3.2.1 Soldering

Soldering shall apply to copper, and stainless steel items. Edges of sheet metal shall be pretinned before soldering is begun. Soldering shall be done slowly with well heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam. Edges of stainless steel to be pretinned shall be treated with soldering acid flux. Soldering shall follow immediately after application of the flux. Upon completion of soldering, the acid flux residue shall be thoroughly cleaned from the sheet metal with a water solution of washing soda and rinsed with clean water.

3.2.2 Riveting

Joints in aluminum sheets 0.040 inch or less in thickness shall be mechanically made.

3.2.3 Seaming

Flat-lock and soldered-lap seams shall finish not less than 1 inch wide. Unsoldered plain-lap seams shall lap not less than 3 inches unless otherwise specified. Flat seams shall be made in the direction of the flow.

3.3 CLEATS

A continuous cleat shall be provided where indicated or specified to secure loose edges of the sheet metalwork. Butt joints of cleats shall be spaced approximately 1/8 inch apart. Where the fastening is to be made to concrete or masonry, screws shall be used and shall be driven in expansion shields set in concrete or masonry.

3.4 FLASHINGS

Flashings shall be installed at locations indicated and as specified below. Sealing shall be according to the flashing manufacturer's recommendations. Flashings shall be installed at intersections of roof with vertical surfaces and at projections through roof, except that flashing for heating and plumbing, including piping, roof, and floor drains, and for electrical conduit projections through roof or walls are specified in other sections. Except as otherwise indicated, counter flashings shall be provided over base flashings. Perforations in flashings made by masonry anchors shall be covered up by an application of bituminous plastic cement at the perforation. Flashing shall be installed on top of joint reinforcement. Flashing shall be formed to direct water to the outside of the system.

3.4.1 Through-Wall Flashing

Through-wall flashing includes sill, lintel, and spandrel flashing. The flashing shall be laid with a layer of mortar above and below the flashing so that the total thickness of the two layers of the mortar and flashing are the same thickness as the regular mortar joints. Flashing shall not extend further into the masonry backup wall than the first mortar joint. Joints in flashing shall be lapped and sealed. Flashing shall be one piece for lintels and sills.

3.4.1.1 Lintel Flashing

Lintel flashing shall extend the full length of lintel. Flashing shall extend through the wall one masonry course above the lintels and shall be bent down over the vertical leg of the outer steel lintel angle not less than 2 inches, or shall be applied over top of masonry and precast concrete lintels. Bedjoints of lintels at control joints shall be underlaid with sheet metal bond breaker.

3.4.1.2 Sill Flashing

Sill flashing shall extend the full width of the sill and not less than 4 inches beyond ends of sill except at control joint where the flashing shall be terminated at the end of the sill.

3.5 INSTALLATION OF LOUVER SCREENS

Louver screen shall be installed as indicated.

3.6 REGLETS

Reglets shall be a factory fabricated product of proven design, complete with fittings and special shapes as required. Open-type reglets shall be filled with fiberboard or other suitable separator to prevent crushing of the slot during installation. Reglet plugs shall be spaced not over 12 inches on centers and reglet grooves shall be filled with sealant. Friction or slot-type reglets shall have metal flashings inserted the full depth of slot and shall be lightly punched every 12 inches to crimp the reglet and counter flashing together. Polyvinyl chloride reglets shall be sealed with the manufacturer's recommended sealant.

3.7 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control procedure for sheet metal used in conjunction with roofing to assure compliance of the installed sheet metalwork with the contract requirements. Any work found not to be in compliance with the contract shall be promptly removed and replaced or corrected in an approved manner. Quality control shall include, but not be limited to, the following:

- a. Observation of environmental conditions; number and skill level of sheet metal workers; condition of substrate.
- b. Verification of compliance of materials before, during, and after installation.
- c. Inspection of sheet metalwork for proper size and thickness, fastening and joining, and proper installation.

The actual quality control observations and inspections shall be documented and a copy of the documentation furnished to the Contracting Officer at the end of each day.

-- End Of Section --

SECTION 07900

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	(1995) 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	(1995) Latex Sealants
ASTM C 920	(1994) Elastomeric Joint Sealants
ASTM C 1085	(1991) Butyl Rubber-Based Solvent-Release Sealants
ASTM C 1184	(1995) Structural Silicone-Sealants
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	(1996a) Surface Burning Characteristics of Building Materials

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Backing
Bond-Breaker
Sealant

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-07 Certificates

Sealant

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 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 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

Cellular rubber sponge backing shall be ASTM D 1056, Type 2, closed cell, Class A

2.1.2 PVC

Polyvinyl chloride (PVC) backing shall be ASTM D 1565, Grade VO 12, round cross section.

2.1.3 Synthetic Rubber

Synthetic rubber backing shall be ASTM C 509, Option I, Type I preformed rods or tubes.

2.1.4 Neoprene

Neoprene backing shall be ASTM D 1056, closed cell expanded neoprene cord Type 2, Class C, Grade 2C2.

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 SEALANT

2.5.1 Latex

Latex Sealant shall be ASTM C 834.

2.5.2 Elastomeric

Elastomeric sealants shall conform to ASTM C 920 and the following:

- a. Polysulfide Sealant: Type M, Grade NS, Class 25, Uses NT, M, G, A or O.
- b. Polyurethane sealant: Grade NS or P, Class 25, Uses T, NT, M, G, A or O.
- c. Silicone sealant: Type S or M, Grade NS, Class 25, Uses NT, M, G, A or O.

2.5.3 Acoustical

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.

2.5.4 Butyl

Butyl sealant shall be ASTM C 1085.

2.5.5 Preformed

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 34 to plus 71 degrees C, (30 to plus 160 degrees F,) the sealant shall be non-bleeding and shall have no loss of adhesion.

2.5.5.1 Tape

Tape sealant: cross-section dimensions shall be as required to fill joint indicated.

2.5.5.2 Bead

Bead sealant: cross-section dimensions shall be as required to fill joint indicated.

2.5.5.3 Foam Strip

Foam strip shall be polyurethane foam; cross-section dimensions shall be as required to fill joint. 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.

2.6 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 receive sealant or caulk shall be free of all frost, condensation and moisture. 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. For surface types not listed below, the sealant manufacturer shall be contacted for specific recommendations.

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.

3.2 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 dry tooled to produce a uniformly smooth surface free of wrinkles and to ensure full adhesion to the sides of the joint; the use of solvents, soapy water, etc., will

not be allowed. 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 08110

STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A250.3	(1999) Test Procedure and Acceptance Criteria for Factory Applied Finish Painted Steel Surfaces for Steel Doors and Frames
ANSI A250.4	(1994) Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors and Hardware Reinforcings
ANSI A250.6	(1997) Hardware on Standard Steel Doors (Reinforcement - Application)
ANSI A250.8	(1998) SDI-100 Recommended Specifications for Standard Steel Doors and Frames

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 653	(2000) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM D 2863	(1997) Measuring the Minimum Oxygen Concentration to Support Candle-Like Combustion of Plastics (Oxygen Index)
ASTM E 283	(1991) Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen

DOOR AND HARDWARE INSTITUTE (DHI)

ANSI/DHI A115	(1991) Steel Door Preparation Standards (Consisting of A115.1 through A115.6 and A115.12 through A115.18)
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HOLLOW METAL MANUFACTURERS ASSOCIATION (HMMA)

HMMA HMM	(1992) Hollow Metal Manual
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- NFPA 80 (1999) Fire Doors and Fire Windows
NFPA 252 (1999) Standard Methods of Fire Tests of Door Assemblies

STEEL DOOR INSTITUTE (SDOI)

- SDI 105 (1998) Recommended Erection Instructions for Steel Frames
SDI 111-F Recommended Existing Wall Anchors for Standard Steel Doors and Frames

UNDERWRITERS LABORATORIES (UL)

- UL 10B (1997) Fire Tests of Door Assemblies

1.2 SUBMITTALS

Government approval is required for submittals with a “G” designation; submittals not having a “G” designation are for information only. When used, a designation following the “G” designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Doors; G

Frames; G

SD-03 Product Data

Doors; G

Frames; G

Submit manufacturer's descriptive literature for doors, frames, and accessories. Include data and details on door construction, panel (internal) reinforcement, insulation, and door edge construction. When "custom hollow metal doors" are provided in lieu of "standard steel doors," provide additional details and data sufficient for comparison to ANSI A250.8 requirements.

1.3 DELIVERY, STORAGE, AND HANDLING

Deliver doors, frames, and accessories undamaged and with protective wrappings or packaging. Strap knock-down frames in bundles. Store doors and frames on platforms under cover in clean, dry, ventilated, and accessible locations, with 1/4 inch airspace between doors. Remove damp or wet packaging immediately and wipe affected surfaces dry. Replace damaged materials with new.

PART 2 PRODUCTS

2.1 STANDARD STEEL DOORS

ANSI A250.8, except as specified otherwise. Prepare doors to receive hardware specified in Section 08710, "DOOR HARDWARE." Undercut where indicated. Doors shall be 1 3/4 inches thick, unless otherwise indicated.

2.1.1 Classification - Level, Performance, Model

2.1.1.1 Maximum Duty Doors

ANSI A250.8, Level 4, physical performance Level A, Model 1 with core construction as required by the manufacturer for interior doors, of size and design indicated.

2.2 STANDARD STEEL FRAMES

ANSI A250.8, except as otherwise specified. Form frames to sizes and shapes indicated, with knock-down field-assembled corners. Provide steel frames for doors, unless otherwise indicated.

2.2.1 Knock-Down Frames

Design corners for simple field assembly by concealed tenons, splice plates, or interlocking joints that produce square, rigid corners and a tight fit and maintain the alignment of adjoining members. Provide locknuts for bolted connections.

2.2.2 Anchors

Provide anchors to secure the frame to adjoining construction. Provide steel anchors, zinc-coated or painted with rust-inhibitive paint, not lighter than 18 gage.

2.2.2.1 Wall Anchors

Provide at least three anchors for each jamb. For frames which are more than 7.5 feet in height, provide one additional anchor for each jamb for each additional 2.5 feet or fraction thereof.

- a. Stud partitions: Weld or otherwise securely fasten anchors to backs of frames. Design anchors to be fastened to closed steel studs with sheet metal screws, and to open steel studs by wiring or welding.

2.3 FIRE DOORS AND FRAMES

NFPA 80 and this specification.

2.3.1 Labels

Fire doors and frames shall bear the label of Underwriters Laboratories, Inc. (UL), Factory Mutual Engineering and Research (FM), or Warnock Hersey International (WHI) attesting to the rating required. Testing shall be in accordance with NFPA 252 or UL 10B. Labels shall be metal with raised letters, and shall bear the name or file number of the door and frame manufacturer. Labels shall be permanently affixed at the factory to frames and to the hinge edge of the door. Door labels shall not be painted.

2.4 HARDWARE PREPARATION

Provide minimum hardware reinforcing gages as specified in ANSI A250.6. Drill and tap doors and frames to receive finish hardware. Prepare doors and frames for hardware in accordance with the applicable requirements of ANSI A250.8 and ANSI A250.6. For additional requirements refer to ANSI/DHI A115. Drill and tap for surface-applied hardware at the project site. Build additional reinforcing for surface-applied hardware into the door at the factory. Locate hardware in accordance with the requirements of ANSI A250.8, as applicable. Punch door frames to receive a minimum of two rubber or vinyl door silencers on lock side of single doors and one silencer for each leaf at heads of double doors. Set lock strikes out to provide clearance for silencers.

2.5 FINISHES

2.5.1 Factory-Primed Finish

All surfaces of doors and frames shall be thoroughly cleaned, chemically treated and factory primed with a rust inhibiting coating as specified in ANSI A250.8.

2.6 FABRICATION AND WORKMANSHIP

Finished doors and frames shall be strong and rigid, neat in appearance, and free from defects, waves, scratches, cuts, dents, ridges, holes, warp, and buckle. Molded members shall be clean cut, straight, and true, with joints coped or mitered, well formed, and in true alignment. Dress exposed welded and soldered joints smooth. Design door frame sections for use with the wall construction indicated. Corner joints shall be well formed and in true alignment. Conceal fastenings where practicable.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Frames

Set frames in accordance with SDI 105. Plumb, align, and brace securely until permanent anchors are set. Anchor bottoms of frames with expansion bolts or powder-actuated fasteners. Build in or secure wall anchors to adjoining construction.

3.1.2 Doors

Hang doors in accordance with clearances specified in ANSI A250.8. After erection, clean and adjust hardware.

3.1.3 Fire Doors and Frames

Install fire doors and frames, including hardware, in accordance with NFPA 80.

3.2 PROTECTION

Protect doors and frames from damage. Repair damaged doors and frames prior to completion and acceptance of the project or replace with new, as directed. Wire brush rusted frames until rust is removed. Clean thoroughly. Apply an all-over coat of rust-inhibitive paint of the same type used for shop coat.

3.3 CLEANING

Upon completion, clean exposed surfaces of doors and frames thoroughly. Remove mastic smears and other unsightly marks.

-- End Of Section --

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SECTION 08710

DOOR HARDWARE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|------------|--|
| ASTM E 283 | (1991) Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen |
| ASTM F 883 | (1990) Padlocks |

BUILDERS HARDWARE MANUFACTURERS ASSOCIATION, INC. (BHMA)

- | | |
|-------------------|--|
| ANSI/BHMA A156.1 | (1997) Butts and Hinges (BHMA 101) |
| ANSI/BHMA A156.2 | (1996) Bored and Preassembled Locks and Latches (BHMA 601) |
| ANSI/BHMA A156.3 | (1994) Exit Devices (BHMA 701) |
| ANSI/BHMA A156.4 | (1992) Door Controls - Closers (BHMA 301) |
| ANSI/BHMA A156.5 | (1992) Auxiliary Locks & Associated Products (BHMA 501) |
| ANSI/BHMA A156.6 | (1994) Architectural Door Trim (BHMA 1001) |
| ANSI/BHMA A156.7 | (1988) Template Hinge Dimensions |
| ANSI/BHMA A156.8 | (1994) Door Controls - Overhead Holders (BHMA 311) |
| ANSI/BHMA A156.12 | (1992) Interconnected Locks & Latches (BHMA 611) |
| ANSI/BHMA A156.13 | (1994) Mortise Locks & Latches (BHMA 621) |
| ANSI/BHMA A156.15 | (1995) Closer Holder Release Devices |
| ANSI/BHMA A156.16 | (1997) Auxiliary Hardware |
| ANSI/BHMA A156.17 | (1993) Self Closing Hinges & Pivots |

ANSI/BHMA A156.18 (1993) Materials and Finishes (BHMA 1301)

ANSI/BHMA A156.21 (1996) Thresholds

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 80 (1999) Fire Doors and Fire Windows

NFPA 101 (2000) Life Safety Code

STEEL DOOR INSTITUTE (SDI)

ANSI/SDI 100 (1991) Standard Steel Doors and Frames

UNDERWRITERS LABORATORIES INC. (UL)

UL BMD (1999) Building Materials Directory

UL 14C (1999) Swinging Hardware for Standard Tin-Clad Fire Doors Mounted Singly and in Pairs

1.2 SUBMITTALS

Government approval is required for submittals with a “G” designation; submittals not having a “G” designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Hardware schedule ; G

Keying system

SD-03 Product Data

Hardware items; G

SD-08 Manufacturer's Instructions

Installation

SD-10 Operation and Maintenance Data

Hardware Schedule items

Submit the following data:

- a. Safety precautions
- b. Maintenance and repair procedures
- c. Warranty information
- d. Contractor information
- e. Spare parts and supply list

SD-11 Closeout Submittals

Key biting

1.3 HARDWARE SCHEDULE

Prepare and submit hardware schedule in the following form:

Hard-ware Item	Quan-tity	Size	Reference Publi-cation Type No.	Finish	Mfr. Name and Catalog No.	Key Con-trol Symbols	UL Mark (If fire rated and listed)	ANSI/BHMA Finish Designa-tion
-----	-----	----	-----	-----	-----	-----	-----	-----

1.4 KEY BITTING CHART REQUIREMENTS

Submit key biting charts to the Contracting Officer prior to completion of the work. Include:

- a. Complete listing of all keys (AA1, AA2, etc.).
- b. Complete listing of all key cuts (AA1-123456, AA2-123458).
- c. Tabulation showing which key fits which door.
- d. Copy of floor plan showing doors and door numbers.
- e. Listing of 20 percent more key cuts than are presently required in each master system.

1.5 QUALITY ASSURANCE

1.5.1 Hardware Manufacturers and Modifications

Provide, as far as feasible, locks, hinges, and closers of one lock, hinge, or closer manufacturer's make. Modify hardware as necessary to provide features indicated or specified.

1.6 DELIVERY, STORAGE, AND HANDLING

Deliver hardware in original individual containers, complete with necessary appurtenances including fasteners and instructions. Mark each individual container with item number as shown in hardware schedule. Deliver permanent keys to the Contracting Officer, directly. Deliver construction master keys with the locks.

PART 2 PRODUCTS

2.1 TEMPLATE HARDWARE

Hardware to be applied to metal shall be made to template. Promptly furnish template information or templates to door and frame manufacturers. Template hinges shall conform to ANSI/BHMA A156.7. Coordinate hardware items to prevent interference with other hardware.

2.2 HARDWARE FOR FIRE DOORS AND EXIT DOORS

Provide all hardware necessary to meet the requirements of NFPA 80 for fire doors and NFPA 101 for exit doors, as well as to other requirements specified, even if such hardware is not specifically mentioned under paragraph entitled "Hardware Schedule." Such hardware shall bear the label of Underwriters Laboratories, Inc., and be listed in UL BMD or labeled and listed by another testing laboratory acceptable to the Contracting Officer.

2.3 HARDWARE ITEMS

Hinges, pivots, locks, latches, exit devices, bolts, and closers shall be clearly and permanently marked with the manufacturer's name or trademark where it will be visible after the item is installed. For closers with covers, the name or trademark may be beneath the cover.

2.3.1 Hinges

ANSI/BHMA A156.1, 4 1/2 by 4 1/2 inches unless otherwise specified. Construct reverse-bevel interior doors so that pins will be non-removable when door is closed. Other anti-friction bearing hinges may be provided in lieu of ball-bearing hinges.

2.3.2 Locks and Latches

2.3.2.1 Mortise Locks and Latches

ANSI/BHMA A156.13, Series 1000, Operational Grade 1, Security Grade 2. Provide mortise locks with escutcheons not less than 7 by 2 1/4 inches with a bushing at least 1/4 inch long. Cut escutcheons to suit cylinders and provide trim items with straight, beveled, or smoothly rounded sides, corners, and edges. Knobs and roses of mortise locks shall have screwless shanks and no exposed screws.

2.3.3 Cylinders and Cores

Provide cylinders for new locks, including locks provided under other sections of this specification. Cylinders shall be fully compatible with products of the Best Lock Corporation and shall have interchangeable cores which are removable by a special control key. The cores shall have seven pin

tumblers and shall be factory set using the A4 system and F keyway. Submit a core code sheet with the cores. The cores shall be master keyed in one system for this project. Provide construction interchangeable cores.

2.3.4 Keying System

Provide an extension of the existing "Best" keying system.

2.3.5 Lock Trim

Cast, forged, or heavy wrought construction and commercial plain design.

2.3.5.1 Lever Handles

Provide lever handles in lieu of knobs where specified in paragraph entitled "Hardware Schedule". Lever handles for exit devices shall meet the test requirements of ANSI/BHMA A156.13 for mortise locks. Lever handle locks shall have a breakaway feature (such as a weakened spindle or a shear key) to prevent irreparable damage to the lock when a force in excess of that specified in ANSI/BHMA A156.13 is applied to the lever handle. Lever handles shall return to within 1/2 inch of the door face.

2.3.6 Keys

Furnish one file key, one duplicate key, and one working key for each key change. Furnish one additional working key for each lock of each keyed-alike group. Stamp each key with appropriate key control symbol and "U.S. property - Do not duplicate." Do not place room number on keys.

2.3.7 Closers

ANSI/BHMA A156.4, Series C02000, Grade 1, with PT 4C. Provide with brackets, arms, mounting devices, fasteners, and other features necessary for the particular application. Size closers in accordance with manufacturer's recommendations, or provide multi-size closers, Sizes 1 through 6, and list sizes in the Hardware Schedule. Provide manufacturer's 10 year warranty.

2.3.7.1 Identification Marking

Engrave each closer with manufacturer's name or trademark, date of manufacture, and manufacturer's size designation located to be visible after installation.

2.3.8 Door Protection Plates

ANSI/BHMA A156.6.

2.3.8.1 Sizes of Kick Plates

Width for single doors shall be 2 inches less than door width. Height of kick plates shall be 10 inches for flush doors.

2.3.9 Door Stops and Silencers

ANSI/BHMA A156.16. Silencers Type L03011. Provide three silencers for each single door, two for each pair.

2.3.10 Weather Stripping

A set shall include head and jamb seals. Air leakage of weather stripped doors shall not exceed 1.25 cubic feet per minute of air per square foot of door area when tested in accordance with ASTM E 283. Weather stripping shall be one of the following:

2.3.10.1 Extruded Aluminum Retainers

Extruded aluminum retainers not less than 0.050 inch wall thickness with vinyl, neoprene, silicone rubber, or polyurethane inserts. Aluminum shall be clear (natural).

2.3.11 Special Tools

Provide special tools, such as spanner and socket wrenches and dogging keys, required to service and adjust hardware items.

2.4 FASTENERS

Provide fasteners of proper type, quality, size, quantity, and finish with hardware. Fasteners exposed to weather shall be of nonferrous metal or stainless steel. Provide fasteners of type necessary to accomplish a permanent installation.

2.5 FINISHES

ANSI/BHMA A156.18. Hardware shall have BHMA 626 finish (satin chromium plated) over brass or bronze, except surface door closers which shall have aluminum paint finish, and except steel hinges which shall have BHMA 652 finish (satin chromium plated). Exit devices shall be provided in BHMA 626 finish. Exposed parts of concealed closers shall have finish to match lock and door trim.

PART 3 EXECUTION

3.1 INSTALLATION

Install hardware in accordance with manufacturers' printed instructions. Provide through bolts where necessary for satisfactory installation.

3.1.1 Weather Stripping Installation

Handle and install weather stripping so as to prevent damage. Provide full contact, weather-tight seals. Doors shall operate without binding.

3.2 FIRE DOORS AND EXIT DOORS

Install hardware in accordance with NFPA 80 for fire doors.

3.3 HARDWARE LOCATIONS

ANSI/SDI 100, unless indicated or specified otherwise.

- a. Kick Plates: Both sides of single-acting doors.

3.4 FIELD QUALITY CONTROL

After installation, protect hardware from paint, stains, blemishes, and other damage until acceptance of work. Submit notice of testing 15 days before scheduled, so that testing can be witnessed by the Contracting Officer. Adjust hinges, locks, latches, bolts, holders, closers, and other items to operate properly. Demonstrate that permanent keys operate respective locks, and give keys to the Contracting Officer. Correct, repair, and finish, as directed, errors in cutting and fitting and damage to adjoining work.

3.5 HARDWARE SETS

HW-1

1-1/2 pair hinges	A2112 x 626 x NRP
1 lockset	Best 35H7EW3J626
1 closer	CO2021
2 kickplates	J102 x 630
1 set Seals	Pemko S88D.

-- End Of Section --

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SECTION 09250

GYPSUM WALLBOARD

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|--------------|--|
| ANSI A108.11 | (1992) Interior Installation of Cementitious Backup Units |
| ANSI A118.9 | (1992) Test Methods and Specifications for Cementitious Backer Units |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------------|---|
| ASTM A 580/A 580M | (1998) Stainless Steel Wire |
| ASTM A 853 | (1993; R 1998) Steel Wire, Carbon, for General Use |
| ASTM B 164 | (1998) Nickel-Copper Alloy Rod, Bar, and Wire |
| ASTM C 36/C 36M | (1999) Gypsum Wallboard |
| ASTM C 79/C 79M | (2000) Treated Core and Nontreated Core Gypsum Sheathing Board |
| ASTM C 475 | (1994) Joint Compound and Joint Tape for Finishing Gypsum Board |
| ASTM C 514 | (1996) Nails for the Application of Gypsum Board |
| ASTM C 630/C 630M | (2000) Water-Resistant Gypsum Backing Board |
| ASTM C 645 | (2000) Nonstructural Steel Framing Members |
| ASTM C 754 | (1999a) Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products |
| ASTM C 840 | (1999) Application and Finishing of Gypsum Board |

ASTM C 955	(2000a) Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases
ASTM C 1002	(2000) Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases
ASTM C 1047	(1999) Accessories for Gypsum Wallboard and Gypsum Veneer Base

GYPSUM ASSOCIATION (GA)

GA 214	(1996) Recommended Levels of Gypsum Board Finish
GA 216	(1996) Application and Finishing of Gypsum Board
GA 600	(1997) Fire Resistance Design Manual

UNDERWRITERS LABORATORIES (UL)

UL Fire Resist Dir	(1999) Fire Resistance Directory (2 Vol.)
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1.2 SYSTEM DESCRIPTION

1.2.1 Fire-Rated Construction

Joints of fire-rated gypsum board enclosures shall be closed and sealed in accordance with UL test requirements or GA requirements, and as required to meet pressurization requirements. Penetrations through rated partitions and ceilings shall be sealed tight in accordance with tested systems. Fire ratings shall be as indicated.

1.2.2 Pressurized Enclosures

Pressurized fire-rated gypsum board enclosures shall allow the mechanical and electrical life-safety systems to operate in accordance with the design intent. Air pressure within elevator shaft shall be 7.5 psf. Air pressure within stair shaft shall be 5.0 psf. Maximum mid-span deflection shall be L/360.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Steel Framing; G
Control Joints; G
Resilient Base; G

Fire-Resistant Assemblies; G

Drawings and installation details for ceiling framing, furring, special wall framing, and framed openings in walls and ceilings.

SD-07 Certificates

Steel Framing; G
Fire-Rated Gypsum Board; G

Certificates stating that the steel framing and gypsum wallboard meet the specified requirements.

1.4 QUALIFICATIONS

Manufacturer shall specialize in manufacturing the types of material specified and shall have a minimum of 5 years of documented successful experience. Installer shall specialize in the type of gypsum board work required and shall have a minimum of 3 years of documented successful experience.

1.5 DELIVERY, STORAGE AND HANDLING

Materials shall be delivered in original containers bearing the name of manufacturer, contents, and brand name. Materials shall be stored off the ground in a weathertight structure for protection. Gypsum boards shall be stacked flat, off floor and supported to prevent sagging and warpage. Adhesives and joint materials shall be stored in accordance with manufacturer's printed instructions. Damaged or deteriorated materials shall be removed from jobsite.

1.6 ENVIRONMENTAL CONDITIONS

Environmental conditions for application and finishing of gypsum board shall be in accordance with ASTM C 840. During the application of gypsum board without adhesive, a room temperature of not less than 40 degrees F shall be maintained. During the application of gypsum board with adhesive, a room temperature of not less than 50 degrees F shall be maintained for 48 hours prior to application and continuously afterwards until completely dry. Building spaces shall be ventilated to remove water not required for drying joint treatment materials. Drafts shall be avoided during dry hot weather to prevent materials from drying too rapidly.

PART 2 MATERIALS

2.1 NON-LOADBEARING STUD WALLS

2.1.1 Studs

Studs for non-loadbearing walls shall conform to ASTM C 645. Studs shall be C-shaped or C-H shape for shaft walls, roll formed steel with minimum uncoated design thickness of 0.0284 in. made from G40 hot-dip galvanized coated sheet.

2.1.2 Runner Tracks

Floor and ceiling runner tracks shall conform to ASTM C 645. Tracks shall be prefabricated, U-shaped with minimum 1 inch flanges, unpunched web, thickness to match studs, made from G40 hot-dip galvanized coated sheet.

2.2 GYPSUM BOARD

Gypsum board shall be asbestos-free. Gypsum board shall have square-cut ends, tapered or beveled edges and shall be maximum possible length. Gypsum board thickness shall be as shown.

2.2.1 Fire-Rated Gypsum Board

Fire-rated gypsum board shall conform to ASTM C 36/C 36M, and shall be Type X or Type C as required, 48 inches wide.

2.2.2 Shaft Liner Panel

Shaftwall liner panel shall conform to UL listing. Liner panel shall be specifically manufactured for cavity shaftwall system, with water resistant paper faces, bevel edges single lengths to fit required conditions, 1 inch thick by 24 inches wide.

2.3 TRIM, MOLDINGS, AND ACCESSORIES

2.3.1 Taping and Embedding Compound

Taping and embedding compound shall conform to ASTM C 475. Compound shall be specifically formulated and manufactured for use in embedding tape at gypsum wallboard joints and fastener heads, and shall be compatible with tape and substrate.

2.3.2 Finishing or Topping Compound

Finishing or topping compound shall conform to ASTM C 475. Compound shall be specifically formulated and manufactured for use as a finishing compound for gypsum board.

2.3.3 All-Purpose Compound

All-purpose compound shall be specifically formulated and manufactured to use as a taping and finishing compound, and shall be compatible with tape and substrate.

2.3.4 Joint Tape

Joint tape shall conform to ASTM C 475 and shall be as recommended by gypsum board manufacturer.

2.3.5 Trim, Control Joints, Beads, Stops and Nosings

Items used to protect edges, corners, and to provide architectural features shall be in accordance with ASTM C 1047.

2.3.6 Wall Insulation

Unfaced Mineral-Glass Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame spread and smoke developed indices of 25 and 50 respectively; passing ASTM E 136 for combustion characteristics. Width to fill cavity.

2.3.7 Vapor Barrier

Polyethylene Vapor Retarder: ASTM D 4397, 6 mils thick, with maximum permance rating of 0.13 perm.

2.3.8 Resilient Base

Rubber base complying with FS SS-W-40, Type I, 1/8-inch gauge, 4 inches high in continuous 120-foot rolls with pre-formed inside and outside corners. Color to be black.

2.4 FASTENINGS AND ADHESIVES

2.4.1 Nails

Nails shall conform to ASTM C 514. Nails shall be hard-drawn low or medium-low carbon steel, suitable for intended use. Special nails for predecorated gypsum board shall be as recommended by predecorated gypsum board manufacturer.

2.4.2 Screws

Screws shall conform to ASTM C 1002. Screws shall be self-drilling and self-tapping steel, Type S for wood or light-gauge steel framing.

2.4.3 Resilient Wall Base Adhesive

Water resistant type recommended by manufacturer to suit product and substrate conditions indicated.

PART 3 EXECUTION

3.1 INTERIOR WALL FRAMING

Steel framing and furring members shall be installed in accordance with ASTM C 754. Members shall be in alignment with spacings not to exceed the maximum spacings indicated on drawings. Runners shall be aligned accurately at the floor and ceiling and securely anchored.

3.1.1 Wall Openings

The framing system shall provide for the installation and anchorage of the required subframes or finish frames for wall openings at doors, pass-through openings, and access panels. Partitions abutting continuous suspended ceilings shall be strengthened for rigidity at rough openings of more than 30 inches wide. Studs at openings shall be 0.0329 in minimum bare metal thickness and spot grouted at jamb anchor inserts. Double studs shall be fastened together with screws and secured to floor and

overhead runners. Two studs shall be used for framing solid-core doors, doors over 36 inches wide and extra-heavy doors.

3.1.2 Wall Control Joints

Control joints for expansion and contraction in the walls shall be constructed with double studs installed 1/2 inch apart in interior walls or wall furrings where indicated on drawings. Control joint spacing shall not exceed 30 feet. Ceiling-height door frames may be used as vertical control joints. Door frames of less than ceiling height may be used as control joints only if standard control joints extend to ceiling from both corners of top of door frame. Control joints between studs shall be filled with firesafing insulation in fire rated partitions.

3.1.3 Blocking

Blocking shall be provided as necessary for mounted equipment. Blocking shall be metal or wood and shall be cut to fit between framing members. Blocking shall be rigidly anchored to the framing members. Under no circumstances will accessories or other wall-mounted equipment be anchored directly to gypsum wallboard.

3.2 APPLICATION OF GYPSUM BOARD

Gypsum board shall be installed in accordance with ASTM C 840, GA 214 and GA 216 and as specified. Paragraph 17.3.1 GENERAL of ASTM C 840 which permits usage of water resistant gypsum board as a base for adhesive application of ceramic or plastic tile on ceilings, does not apply. Edges and ends of gypsum boards shall be cut to obtain neat fitting joints. End joints of adjoining boards shall be staggered, and shall be staggered on opposite sides of wall. Boards shall be applied with moderate contact without forcing in place. Holes for pipes, fixtures or other small openings shall be cut with a tool which will provide a neat fit. Screws shall be driven so that the heads are slightly below the plane of paper face. Fracturing the paper face or damaging the core shall be avoided. Trim shall be installed at external and internal angles formed by the intersecting gypsum board surfaces with other surfaces. Corner beads shall be installed to vertical and horizontal corners in accordance with manufacturer's published instructions. Boards of maximum practical length shall be used so that an absolute minimum number of end joints occur. Gypsum board partitions in rooms with ceiling heights less than 10 feet shall have full height boards installed vertically with no end joints in the gypsum installation.

3.3 TRIM, MOLDINGS, AND ACCESSORIES INSTALLATION

Trim, moldings and accessories shall be installed in accordance with GA 216.

3.3.1 Wall Insulation

Apply insulation units to substrates complying with manufacturer's written instructions. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3.3.2 Vapor Retarders

Extend vapor retarders to extremities of area to be protected from vapor transmission. Secure in place with adhesives or other anchorage systems as required. Extend Vapor Retarder to cover miscellaneous voids in insulated substrates.

3.3.3 Resilient Wall Base

Comply with manufacturer's written installation instructions for preparing substrates indicated to receive resilient products. Install products according to manufacturer's written installation instructions. Clean and protect Resilient products per manufacturer's instructions.

3.4 GYPSUM BOARD FINISH

Gypsum board shall be finished in accordance with ASTM C 840, GA 214 and GA 216. Unless otherwise specified, all gypsum board walls, partitions shall be finished to Level 4 in accordance with GA 214.

3.5 FIRE-RESISTANT ASSEMBLIES

Gypsum wallboard construction for fire-rated assemblies shall be in accordance with UL Fire Resist Dir, or GA 600 for the design number indicated on drawings.

3.6 PATCHING

Surface defects and damage shall be corrected as required to leave gypsum board smooth, uniform in appearance, and ready to receive finish as specified.

3.7 SHAFT WALL FRAMING

The shaft wall system shall be installed in accordance with the system manufacturer's published instructions. Bucks, anchors, blocking and other items placed in or behind shaft wall framing shall be coordinated with electrical and mechanical work. Fireproofing materials, which are damaged or removed during shaft wall construction, shall be patched or replaced. Gypsum wallboard construction for fire-rated assemblies shall be accordance with UL-05, or GA 600 for system WP 7000.

-- End Of Section --

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SECTION 09510

ACOUSTICAL CEILINGS

PART 1 GENERAL

1.2 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 635	(1995) Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
ASTM C 636	(1992) Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
ASTM A 653	(2001a) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 681	(1999) Tool Steels Alloy
ASTM E 119	(1995a) Fire Tests of Building Construction and Materials
ASTM E 1264	(1990) Standard Classification for Acoustical Ceiling Products
ASTM E 1414	(1991a) Standard Test for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.

UNDERWRITERS LABORATORIES (UL)

UL-05	(1996) Fire Resistance Directory
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1.3 GENERAL REQUIREMENTS

Acoustical treatment shall consist of sound controlling units mechanically mounted on a ceiling suspension system. The unit size, texture, finish, and color shall be as specified. The location and extent of acoustical treatment shall be as shown on the drawings.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Acoustical Ceiling System; G.

Drawings showing suspension system, method of anchoring and fastening, details, and reflected ceiling plan.

SD-03 Product Data

Acoustical Ceiling System; G.

Manufacturer's descriptive data, catalog cuts, and installation instructions.

SD-04 Samples

Acoustical Units;

Two samples of each type of acoustical unit and each type of suspension grid tee section showing texture, finish, and color.

SD-07 Certificates

Acoustical Units;

Certificate attesting that the mineral based acoustical units furnished for the project contains recycled material and showing an estimated percent of such material.

1.5 DELIVERY AND STORAGE

Materials shall be delivered to the site in the manufacturer's original unopened containers with brand name and type clearly marked. Materials shall be carefully handled and stored in dry, watertight enclosures. Immediately before installation, acoustical units shall be stored for not less than 24 hours at the same temperature and relative humidity as the space where they will be installed in order to assure proper temperature and moisture acclimation.

1.6 ENVIRONMENTAL REQUIREMENTS

A uniform temperature of not less than 60 degrees F nor more than 85 degrees F and a relative humidity of not more than 70 percent shall be maintained before, during, and after installation of acoustical units.

1.7 SCHEDULING

Interior finish work shall be complete and dry before installation. Mechanical, electrical, and other work above the ceiling line shall be completed and heating, ventilating, and air conditioning systems shall be installed and operating in order to maintain temperature and humidity requirements.

1.8 WARRANTY

Manufacturer's standard performance guarantees or warranties that extend beyond a one-year period shall be provided.

1.9 EXTRA MATERIALS

Spare tiles of each color shall be furnished at the rate of 5 tiles for each 1000 tiles installed. Tiles shall be from the same lot as those installed.

PART 2 PRODUCTS

2.1 ACOUSTICAL UNITS

Acoustical units shall conform to ASTM E 1264, Class A, and the following requirements:

2.1.1 Units for Exposed-Grid System

- Type: III (mineral fiber with painted finish) Type III, form 2, pattern C D acoustical units shall have a minimum recycled material content of 18 percent.
- Minimum NRC: 0.55 when tested on mounting No. E-400
- Pattern: Not applicable.
- Nominal size: 24 by 24 by 5/8 inches.
- Edge detail: Angled, tegular.
- Finish: Factory-applied standard finish; white.
- Minimum LR coefficient: 0.80.
- Minimum CAC: 35.
- Fire Rated: 2-Hour UL design number A202 (246-2)

2.2 SUSPENSION SYSTEM

Suspension system shall be exposed-grid Type I as shown on drawings, and shall conform to ASTM C 635 and ASTM A653 for intermediate-duty systems. Surfaces exposed to view shall be fire rated, double web steel tee with a factory-applied baked-enamel finish to match ACT-1 ceiling tile color. Wall molding, and main tees and cross tees shall have a flange of not less than 15/16 inch. Standard corners shall be provided. Suspended ceiling framing system shall have the capability to support the finished ceiling, light fixture, air diffusers and accessories, as shown. The suspension system shall have a maximum defraction of 1/360 of span length.

2.3 HANGERS

Hangers shall be galvanized soft temper, prestretched carbon steel wire per ASTM A681. Hangers and attachment shall support a minimum 300-pound ultimate vertical load without failure of supporting material or attachment. Wire shall be not less than 12-gauge.

2.4 FINISHES

Acoustical units and suspension system members shall have manufacturer's standard textures, patterns and finishes as specified. Ceiling suspension system components shall be treated to inhibit corrosion.

2.5 COLORS AND PATTERNS

Colors and patterns for acoustical units and suspension system components shall be selected from manufacturer's standard colors.

2.6 CEILING ATTENUATION CLASS AND TEST

Ceiling attenuation class (CAC) range of acoustical units, when required, shall be determined in accordance with ASTM E 1414. Test ceiling shall be continuous at the partition and shall be assembled in the suspension system in the same manner that the ceiling will be installed on the project. System shall be tested with all acoustical units installed.

PART 3 EXECUTION

3.1 INSTALLATION

Acoustical work shall be provided complete with necessary fastenings, clips, and other accessories required for a complete installation. Mechanical fastenings shall not be exposed in the finished work. Hangers shall be laid out for each individual room or space. Hangers shall be placed to support framing around beams, ducts, columns, grilles, and other penetrations through ceilings. Main runners and carrying channels shall be kept clear of abutting walls and partitions. At least two main runners shall be provided for each ceiling span. Wherever required to bypass an object with the hanger wires, a subsuspension system shall be installed, so that all hanger wires will be plumb.

3.1.1 Suspension System

Suspension system shall be installed in accordance with ASTM C 636 and as specified herein.

3.1.1.1 Plumb Hangers

Hangers shall be plumb and shall not press against insulation covering ducts and pipes.

3.1.1.2 Splayed Hangers

Where hangers must be splayed (sloped or slanted) around obstructions, the resulting horizontal force shall be offset by bracing, countersplaying, or other acceptable means.

3.1.2 Wall Molding

Wall molding shall be provided where ceilings abut vertical surfaces. Wall molding shall be secured not more than 3 inches from ends of each length and not more than 16 inches on centers between end fastenings. Miter corners where wall moldings intersect or install corner caps. Wall molding springs shall be provided at each acoustical unit in semi-exposed or concealed systems.

3.1.3 Acoustical Units

Acoustical units shall be installed in accordance with the approved installation instructions of the manufacturer. Edges of acoustical units shall be in close contact with metal supports, with each other, and in true alignment. Acoustical units shall be arranged so that units less than one-half width are minimized. Units in exposed-grid system shall be held in place with manufacturer's standard hold-down clips, if units weigh less than 1 psf or if required for fire resistance rating.

3.2 CLEANING

Following installation, dirty or discolored surfaces of acoustical units shall be cleaned and left free from defects. Units that are damaged or improperly installed shall be removed and new units provided as directed.

END OF SECTION

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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 CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS
(ACGIH)

ACGIH Limit Values (1999) Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 150 (1998a) Portland Cement

ASTM D 3273 (1994) Resistance to Growth of Mold on the Surface of Interior Coating in an Environmental Chamber

ASTM D 3274 (1995) Evaluating Degree of Surface Disfigurement of Paint Films by Microbial (Fungal or Algal) Growth or Soil and Dirt Accumulation

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

CID A-A-1500 (Rev A; Notice 1) Sealer, Surface (Latex Block Filler)

CID A-A-2246 (Rev B) Paint, Latex

CID A-A-2247 (Basic) Paint, Latex (Semigloss, Interior)

CID A-A-2962 (Rev A) Enamel, Alkyd (Metric)

CID A-A-2994 Primer Coating, Interior, for Walls and Wood

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Paint 5 (1995) Zinc Dust, Zinc Oxide and Phenolic Varnish Paint

SSPC Paint 18 (1991) Chlorinated Rubber Intermediate Coat Paint

SSPC Paint 20	(1991) Zinc-Rich Primers (Type I - "Inorganic" and Type II - "Organic")
SSPC Paint 23	(1991) Latex Primer for Steel surfaces
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)
SSPC SP 1	(1982) Solvent Cleaning
SSPC SP 2	(1995) Hand Tool Cleaning
SSPC SP 3	(1995) Power Tool Cleaning
SSPC SP 6/NACE 3	(1994) Commercial Blast Cleaning
SSPC SP 7/NACE 4	(1994) Brush-Off Blast Cleaning

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Paint

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 batch is 50 gallons or less.

Mixing and Thinning Application

Manufacturer's current printed product description, material safety data sheets (MSDS) and technical data sheets for each coating system. Detailed mixing, thinning and application instructions, minimum and maximum application temperature.

SD-04 Samples

Paint; G. Paint color to match existing walls.

While the material is at the site or source of supply, and at a time agreeable to the Contractor and the Contracting Officer, a 1 quart sample of each color and batch shall be taken by random selection from the sealed containers by the Contractor in the presence of a representative of the Contracting Officer. The contents of the containers to be sampled 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.

SD-06 Test Reports

Paint

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 specified requirements:
- b. A test report showing that a previous batch of the same formulation as the batch to be used met specified 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-07 Certificates

Lead; G.
Mildewcide and Insecticide; G.
Volatile Organic Compound (VOC) Content; G.

Certificate stating that paints for interior use contain no mercurial mildewcide or insecticide. Certificate stating that paints proposed for use contain not more than 0.06 percent lead by weight of the total nonvolatile. Certificate stating that paints proposed for use meet Federal VOC regulations and those of the of the local Air Pollution Control Districts having jurisdiction over the geographical area in which the project is located.

1.3 PACKAGING, LABELING, AND STORING

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 and thinner shall be stored in accordance with the manufacturer's written directions and as a minimum stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors and at temperatures between 40 and 95 degrees F. 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.

1.4 ENVIRONMENTAL CONDITIONS

Unless otherwise recommended by the paint manufacturer, the ambient temperature shall be between 45 and 95 degrees F.

1.5 SAFETY AND HEALTH

Work shall comply with applicable Federal, state, and local laws and regulations, and with the ACCIDENT PREVENTION PLAN, including the Activity Hazard Analysis as specified in the CONTRACT CLAUSES. The Activity Hazard Analysis shall include analyses of the potential impact of painting operations on painting personnel and on others involved in and adjacent to the work zone.

1.5.1 Worker Exposures

Exposure of workers to hazardous chemical substances shall not exceed limits established by ACGIH Limit Values, or as required by a more stringent applicable regulation.

1.5.2 Toxic Compounds

Toxic products having ineffective physiological warning properties, such as no or low odor or irritation levels, shall not be used unless approved by the Contracting Officer.

1.5.3 Training

Workers having access to an affected work area shall be informed of the contents of the applicable material data safety sheets (MDSS) and shall be informed of potential health and safety hazard and protective controls associated with materials used on the project. An affected work area is one which may receive mists and odors from the painting operations. Workers involved in preparation, painting and clean-up shall be trained in the safe handling and application, and the exposure limit, for each material which the worker will use in the project. Personnel having a need to use respirators and masks shall be instructed in the use and maintenance of such equipment.

1.5.4 Coordination

Work shall be coordinated to minimize exposure of building occupants, other Contractor personnel, and visitors to mists and odors from preparation, painting and clean-up operations.

PART 2 PRODUCTS

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. Paint shall conform to the requirements listed in the painting schedules at the end of this section, except when the required amount of a material of a particular batch is 50 gallons or less, an approved first-line proprietary paint material with similar intended formulation, usage and color to that specified may be used. Additional requirements are as follows:

2.1.1 Colors and Tints

Colors shall be custom, as indicated. Tinting of epoxy and urethane paints shall be done by the manufacturer. 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.

2.1.2 Lead

Paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal) shall not be used.

2.1.3 Chromium

Paints containing zinc chromate or strontium chromate pigments shall not be used.

2.1.4 Volatile Organic Compound (VOC) Content

Paints shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards and shall conform to the restrictions of the local air pollution control authority.

PART 3 EXECUTION

3.1 PROTECTION OF AREAS NOT TO BE PAINTED

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. Items removed prior to painting shall be replaced when painting is completed. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Surfaces contaminated by coating materials shall be restored to original condition.

3.2 SURFACE PREPARATION

Surfaces to be painted shall be clean and free of foreign matter before application of paint or surface treatments. Oil and grease shall be removed prior to mechanical cleaning. Cleaning shall be programmed so that dust and other contaminants will not fall on wet, newly painted surfaces. Exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints, 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.

3.2.1 Ferrous Surfaces

Ferrous surfaces including those that have been shop-coated, shall be solvent-cleaned or detergent-washed in accordance with SSPC SP 1. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be cleaned mechanically with hand tools according to SSPC SP 2, power tools according to SSPC SP 3 or by sandblasting according to SSPC SP 7/NACE 4. Shop-coated ferrous surfaces shall be protected from corrosion by treating and touching up corroded areas immediately upon detection.

3.2.2 Gypsum Board Surfaces

Gypsum board surfaces shall be dry and shall have all loose dirt and dust removed by brushing with a soft brush, rubbing with a cloth, or vacuum-cleaning prior to application of the first-coat material. A damp cloth or sponge may be used if paint will be water-based.

3.3 MIXING AND THINNING

When thinning is approved as necessary to suit surface, temperature, weather conditions, or application methods, paints may be thinned in accordance with the manufacturer's directions. When thinning is allowed, paints shall be thinned immediately prior to application with not more than 1 pint of suitable thinner per gallon. The use of thinner shall not relieve the Contractor from obtaining complete hiding, full film thickness, or required gloss. Thinning shall not cause the paint to exceed limits on volatile organic compounds. Paints of different manufacturers shall not be mixed.

3.4 APPLICATION

Painting practices shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards. Unless otherwise specified or recommended by the paint manufacturer, paint may be applied by brush, roller, or spray. 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 insure 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.

3.4.1 Ventilation

Affected areas shall be ventilated during paint application so that workers exposure to chemical substances shall not exceed limits as established by ACGIH Limit Values, or as required by a more stringent applicable regulation. Interior work zones having a volume of 10,000 cubic feet or less shall be ventilated at a minimum of 2 air exchanges per hour. Ventilation in larger work zones shall be maintained by means of mechanical exhaust. Solvent vapors shall be exhausted outdoors, away from air intakes and workers. Return air inlets in the work zone shall be temporarily sealed before start of work until the coatings have dried.

3.4.2 Respirators

Operators and personnel in the vicinity of operating paint sprayers shall wear respirators.

3.4.3 First Coat

The first coat on 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. Excess sealer shall be wiped off after each application.

3.4.4 Timing

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. Sufficient time shall elapse between successive coats to permit proper drying. This period shall be modified as necessary to suit weather conditions.

3.4.5 Ferrous-Metal Primer

Primer for ferrous-metal shall be applied to ferrous surfaces to receive paint other than asphalt varnish prior to deterioration of the prepared surface. The semitransparent film applied to some pipes and tubing at the mill is not to be considered a shop coat, but shall be overcoated with the specified ferrous-metal primer prior to application of finish coats.

3.5 SURFACES TO BE PAINTED

Surfaces listed in the painting schedules at the end of this section, other than those listed in paragraph SURFACES NOT TO BE PAINTED, shall be painted as scheduled.

3.6 SURFACES NOT TO BE PAINTED

Surfaces in the following areas shall not to be painted: elevator shaft walls. In addition, surfaces of hardware, fittings, and other factory finished items shall not be painted.

3.7 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. 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.

3.8 PAINTING SCHEDULES

The following painting schedules identify the surfaces to be painted and prescribe the paint to be used and the number of coats of paint to be applied. Contractor options are indicated by -----or----- between optional systems or coats.

INTERIOR PAINTING SCHEDULE

<u>Surface</u>	<u>First Coat</u>	<u>Second Coat</u>	<u>Third Coat</u>
Concrete masonry units, plaster, and gypsum board: for walls in heavy traffic areas in space as follows:	CID A-A-1500	CID A-A-2994 Type II	CID A-A-2246 -----or----- CID A-A-2247
Ferrous Metal unless otherwise specified	SSPC Paint 25	CID A-A-2962 Type I Grade C	CID A-A-2962 Type I Grade C

NOTE: Color to be custom to match existing walls.

-- End Of Section --

SECTION 10210

METAL WALL LOUVERS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest issue of the publications shall be used.

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA) STANDARDS:

AMCA 500 Test Method for Louvers, Dampers and Shutters

AMCA 511 Certified Ratings Program for Air Control Devices

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS:

ASTM B 221 Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings;

Wall louvers. G.

Show all information necessary for fabrication and installation of louvers. Indicate materials, sizes, thicknesses, fastenings, profiles, and structural supports.

SD-03 Product Data

Wall louvers.

SD-04 Samples

Wall louvers. G

Submit 2 color samples on squares of same metal to be used to fabricate louvers. Color to be selected by Contracting Officer from manufacturer's standard Anodized colors.

SD-07 Certificates

Wall louvers.

1.3 DELIVERY, STORAGE, AND PROTECTION

Deliver materials to the site in an undamaged condition. Carefully store materials off the ground to provide proper ventilation, drainage, and protection against dampness. Louvers shall be free from nicks, scratches, and blemishes. Replace defective or damaged materials with new.

PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 Extruded Aluminum

ASTM B 221, alloy 6063-T5 or -T52.

2.2 METAL WALL LOUVERS

Weather resistant type, with bird screens and made to withstand a wind load of not less than 30 pounds per square foot. Wall louvers shall bear the AMCA certified ratings program seal for air performance and water penetration in accordance with AMCA-500 and AMCA-511.

2.2.1 Extruded Aluminum Fixed Wall Louvers (Type FW)

Heads, sills, jambs and mullions to be one piece structural members of 6063-T52 alloy with integral caulking slot and retaining beads. Mullions shall be concealed type. Blades to be one piece extrusions with reinforcing bosses, 4 inches in nominal depth. Extrusion thicknesses shall be as follows: Heads, sills, jambs and mullions: 0.081 inch. Fixed Drainable Blades: 0.081 inch. All fasteners to be aluminum or stainless steel. All louvers to be furnished with 1/2 inch mesh, 0.063 inch diameter aluminum wire intercrimp bird screen secured within a 0.081 inch extruded aluminum frame. Screens and screen frame to be standard mill finish.

2.2.1.1 Structural supports shall be designed and furnished by the louver manufacturer to carry a wind load of not less than 30 psf.

2.2.1.2 Size

As indicated on drawings.

2.2.1.3 Applicable performance attributes based on a 4-foot by 4-foot size louver

- a. Free area = 8.80 sq. ft.
- b. Percent free area - 55%, minimum.
- c. Maximum recommended air intake velocity = 690 FPM
Air volume @ 690 FPM free area velocity = 6072 CFM
Pressure drop @ 690 FPM free area velocity = .11 in. w.g.

2.3 FASTENERS AND ACCESSORIES

Provide stainless steel screws and fasteners for aluminum louvers. Provide other accessories as required for complete and proper installation.

2.4 FINISHES

2.4.1 Aluminum

Provide factory-applied Anodized coating to match Contracting Officer's selection from manufacturer's standard colors.

PART 3 - EXECUTION

3.1 INSTALLATION:

3.1.1 Wall Louvers

Install using stops or moldings, flanges, strap anchors, or jamb fasteners as appropriate for the wall construction and in accordance with manufacturer's recommendations.

3.1.2 Screens and Frames

Attach frames to louvers with screws or bolts.

3.2 PROTECTION FROM CONTACT OF DISSIMILAR MATERIALS:

3.2.1 Aluminum

Where aluminum contacts metal other than zinc, paint the dissimilar metal with a primer and two coats of aluminum paint.

01024
POWERHOUSE AND INTAKE ELEVATOR MODERNIZATION
CHIEF JOSEPH DAM, BRIDGEPORT, WA

3.2.2 Metal

Paint metal in contact with mortar, concrete, or other masonry materials with alkali-resistant coatings such as heavy-bodied bituminous paint.

END OF SECTION

SECTION 10522

FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 1048 (1997) Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Product information for each type of product specified; G.

For fire extinguisher cabinets include details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type and materials, trim style, door construction, panel style, and materials.

Coordination: Fire extinguisher cabinets shall be sized to accommodate 10 lb, 4A: 60B:C fire extinguishers. Verify detailed dimensions and requirements with contracting officer/representative.

PART 2 PRODUCTS

2.1 FIRE EXTINGUISHER CABINETS

General: Provide fire extinguisher cabinets where indicated, of suitable size for housing fire extinguishers of types and capacities indicated.

Construction: Manufacturer's standard enameled steel box, with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld all joints and grind smooth. Miter and weld perimeter door frames.

Cabinet Type:

Surface-Mounted: Cabinet box (tub) surface-mounted on walls.

Door material and Construction: Manufacturer's standard door construction, of material indicated, coordinated with cabinet types and trim styles selected.

Enameled Steel: Manufacturer's standard finish, hollow steel door construction with tubular stiles and rails.

Identify fire extinguisher in cabinet with lettering spelling "FIRE EXTINGUISHER" applied to door. Provide lettering to comply with requirements indicated for letter style, color, size, spacing, and location or, if not otherwise indicated, as selected by Contracting Officer's Representative from manufacturer's standard arrangements.

Door Style: Manufacturer's standard design.

Door Glazing: Tempered Break Glass, ASTM C 1048 Kind FT, Condition A, Type 1, Quality q3, 1.5mm.

Door Hardware: Provide manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide either lever handle with cam action latch, or door pull, exposed or concealed, and friction latch. Provide concealed or continuous-type hinge permitting door to open 180 deg.

2.2 FIRE EXTINGUISHERS

Multi-purpose dry chemical type: UL rated 4A:60B:C 10 Lb. Nominal capacity, in enameled steel containers for Class A, Class B, and Class C fires.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities.

3.1.2 Securely fasten fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.

Where exact location of surface-mounted cabinets and bracket-mounted fire extinguishers is not indicated, located as directed by Contracting Officer's representative.

END OF SECTION

SECTION 13080

SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 53	1997) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	(1994) Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
ASTM A 325	(1997) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 325M	(1993) High-Strength Bolts for Structural Steel Joints (Metric)
ASTM A 500	(1996) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 563	(1996) Carbon and Alloy Steel Nuts
ASTM A 572/A 572M	(1997) High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A 603	(1994) Zinc-Coated Steel Structural Wire Rope
ASTM A 653/A 653M	(1997) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM E 488	(1996) Strength of Anchors in Concrete and Masonry Elements

ASME INTERNATIONAL (ASME)

ASME B18.2.1 (1996) Square and Hex Bolts and Screws (Inch Series)

ASME B18.2.2 (1987; R 1993) Square and Hex Nuts (Inch Series)

COE TECHNICAL INSTRUCTIONS (TI)

TI 809-04 (1998) Seismic Design for Buildings

1.2 SYSTEM DESCRIPTION

1.2.1 General Requirements

The requirements for seismic protection measures described in this section shall be applied to the mechanical equipment and systems, the electrical equipment and systems, and the miscellaneous equipment and systems listed below. Seismic protection requirements shall be in accordance with TI 809-04 and additional data furnished by the Contracting Officer, and shall be provided in addition to any other requirements called for in other sections of these specifications. The design for seismic protection shall be based on a Seismic Use Group II building occupancy and on site response coefficients for $S_{MS} = .67$ and $S_{M1} = .32$. Resistance to lateral forces induced by earthquakes shall be accomplished without consideration of friction resulting from gravity loads. The basic force formulas, for Ground Motions A and B in Chapter 3 of TI 809-04, use the design spectral response acceleration parameters for the performance objective of the building, not for equipment in the building; therefore, corresponding adjustments to the formulas shall be required.

1.2.2 Miscellaneous Equipment and Systems

The bracing for the following miscellaneous equipment and systems shall be developed by the Contractor in accordance with the requirements of this specification:

Partitions

Air Handlers

Elevator Controller

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Bracing

Equipment Requirements.

Detail drawings along with catalog cuts, templates, and erection and installation details, as appropriate, for the items listed. Submittals shall be complete in detail; shall indicate thickness, type, grade, class of metal, and dimensions; and shall show construction details,

reinforcement, anchorage, and installation with relation to the building construction. For equipment and systems in buildings that have a performance objective higher than life-safety, the drawings shall be stamped by the registered engineer who stamps the calculations required above.

SD-03 Product Data

Bracing; G.

Equipment Requirements; G.

Copies of the design calculations with the detail drawings. Calculations shall be stamped by a registered structural engineer, registered in the State of Washington, and shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

1.4 EQUIPMENT REQUIREMENTS

1.4.1 Rigidly Mounted Equipment

Equipment and mounting with a period of vibration of 0.06 seconds or less shall be constructed and assembled to withstand the seismic forces specified in TI 809-04, Chapter 10. For any rigid equipment which is rigidly attached on both sides of a building expansion joint, flexible joints for piping, electrical conduit, etc., that are capable of accommodating displacements equal to the full width of the joint in both orthogonal directions, shall be provided.

1.4.2 Non-rigid or Flexibly-Mounted Equipment

Equipment not rigidly mounted shall be constructed and assembled to resist a horizontal lateral force of 1.08 times the operating weight of the equipment at the vertical center of gravity of the equipment.

PRODUCTS

2.1 BOLTS AND NUTS

Squarehead and hexhead bolts, and heavy hexagon nuts, ASME B18.2.1, ASME B18.2.2, or ASTM A 307 for bolts and ASTM A 563 for nuts. Bolts and nuts used underground and/or exposed to weather shall be galvanized in accordance with ASTM A 153/A 153M.

2.2 SWAY BRACING

Material used for members listed in this section shall be structural steel conforming with the following:

a. Plates, rods, and rolled shapes, ASTM A 36/A 36M. If the Contractor does the design, both ASTM A 36/A 36M and ASTM A 572/A 572M, grade 503 will be allowed.

b. Wire rope, ASTM A 603.

- c. Tubes, ASTM A 500, Grade B.
- d. Pipes, ASTM A 53, Type E or S, Grade B.
- e. Light gauge angles, less than 6 mm 1/4 inch thickness, ASTM A 653/A 653M.

PART 3 EXECUTION

3.1 BRACING

Bracing shall conform to the arrangements shown. Trapeze-type hanger shall be secured with not less than two 13 mm 1/2 inch bolts.

3.2 BUILDING DRIFT

Sway braces for a piping run shall not be attached to two dissimilar structural elements of a building that may respond differentially during an earthquake unless a flexible joint is provided.

3.3 ANCHOR BOLTS

3.3.1 Cast-In-Place

Floor or pad mounted equipment shall use cast-in-place anchor bolts, except as specified below. One nut shall be provided on each bolt. Anchor bolts shall conform to ASTM A 307. Anchor bolts shall have an embedded straight length equal to at least 12 times nominal diameter of the bolt. Anchor bolts that exceed the normal depth of equipment foundation piers or pads shall either extend into concrete floor or the foundation shall be increased in depth to accommodate bolt lengths.

3.3.2 Expansion or Chemically Bonded Anchors

Expansion or chemically bonded anchors shall not be used unless test data in accordance with ASTM E 488 has been provided to verify the adequacy of the specific anchor and application. Expansion or chemically bonded anchors shall not be used to resist pull-out in overhead and wall installations if the adhesive is manufactured with temperature sensitive epoxies and the location is accessible to a building fire. Expansion and chemically bonded anchors shall be installed in accordance with the manufacturer's recommendations. The allowable forces shall be adjusted for the spacing between anchor bolts and the distance between the anchor bolt and the nearest edge, as specified by the manufacturer.

3.3.2.1 General Testing

Expansion and chemically bonded anchors shall be tested in place after installation. The tests shall occur not more than 24 hours after installation of the anchor and shall be conducted by an independent testing agency; testing shall be performed on random anchor bolts as described below.

3.3.2.2 Torque Wrench Testing

Torque wrench testing shall be done on not less than 50 percent of the total installed expansion anchors and at least one anchor for every piece of equipment containing more than two anchors. The test torque shall equal the minimum required installation torque as required by the bolt manufacturer. Torque wrenches shall be calibrated at the beginning of each day the torque tests are performed. Torque wrenches shall be recalibrated for each bolt diameter whenever tests are run on bolts of various diameters. The applied torque shall be between 20 and 100 percent of wrench capacity. The test torque shall be reached within one half turn of the nut, except for 9 mm 3/8 inch sleeve anchors which shall reach their torque by one quarter turn of the nut. If any anchor fails the test, similar anchors not previously tested shall be tested until 20 consecutive anchors pass. Failed anchors shall be retightened and retested to the specified torque; if the anchor still fails the test it shall be replaced.

3.3.2.3 Pullout Testing

Expansion and chemically bonded anchors shall be tested by applying a pullout load using a hydraulic ram attached to the anchor bolt. At least 5 percent of the anchors, but not less than 3 per day shall be tested. The load shall be applied to the anchor without removing the nut; when that is not possible, the nut shall be removed and a threaded coupler shall be installed of the same tightness as the original nut. The test setup shall be checked to verify that the anchor is not restrained from withdrawing by the baseplate, the test fixture, or any other fixtures. The support for the testing apparatus shall be at least 1.5 times the embedment length away from the bolt being tested. Each tested anchor shall be loaded to 1 times the design tension value for the anchor. The anchor shall have no observable movement at the test load. If any anchor fails the test, similar anchors not previously tested shall be tested until 20 consecutive anchors pass. Failed anchors shall be retightened and retested to the specified load; if the anchor still fails the test it shall be replaced.

3.4 SWAY BRACES FOR PIPING

Transverse sway bracing for steel and copper pipe shall be provided at intervals not to exceed those shown on the drawings. Transverse sway bracing for pipes of materials other than steel and copper shall be provided at intervals not to exceed the hanger spacing at a max of 8 feet. Bracing shall consist of at least one vertical angle 50 x 50 mm x 16 gauge 2 x 2 x 16 gauge and one diagonal angle of the same size.

3.4.1 Longitudinal Sway Bracing

Longitudinal sway bracing shall be provided in at 12 m 40 foot intervals unless otherwise indicated. All runs (length of pipe between end joints) shall have one longitudinal brace minimum. Sway braces shall be constructed in accordance with the drawings. Branch lines, walls, or floors shall not be used as sway braces.

3.4.2 Anchor Rods, Angles, and Bars

Anchor rods, angles, and bars shall be bolted to either pipe clamps or pipe flanges at one end and cast-in-place concrete or masonry insert or clip angles bolted to the steel structure on the other end. Rods shall be solid metal or pipe as specified below. Anchor rods, angles, and bars shall not exceed lengths given in the tabulation below.

3.4.3 Maximum Length for Anchor Braces

Type	Size (Inches)	Maximum Length* (Feet/Inches)
Angles	1-1/2 x 1-1/2 x 1/4	5.0
	2 x 2 x 1/4	6.5
	2-1/2 x 1-1/2 x 1/4	8.0
	3 x 2-1/2 x 1/4	9.0
	3 x 2-1/2 x 1/4	9.0
	3 x 3 x 1/4	10.0
Rods	3/4	3-1
	7/8	3-8
Flat Bars	1-1/2 x 1/4	1-2
	2 x 1/4	1-2
	2 x 3/8	1-9
Pipes (40S)	1	7-0
	1-1/4	9-0
	1-1/2	10-4
	2	13-1

3.4.4 Bolts

Bolts used for attachment of anchors to pipe and structure shall be not less than 1/2-inch diameter.

3.5 EQUIPMENT SWAY BRACING

3.5.1 Suspended Equipment and Light Fixtures

Equipment sway bracing shall be provided for items supported from overhead floor or roof structural systems, including light fixtures. Braces shall consist of angles, rods, wire rope, bars, or pipes arranged as shown and secured at both ends with not less than 1/2 inch bolts. Sufficient braces shall be provided for equipment to resist a horizontal force equal to .40 times the weight of equipment without exceeding safe working stress of bracing components. Details of equipment bracing shall be submitted for acceptance. In lieu of bracing with vertical supports, these items may be supported with hangers inclined at 45 degrees directed up and radially away from equipment and oriented symmetrically in 90-degree intervals on the horizontal plane, bisecting the angles of each corner of the equipment, provided that supporting members are properly sized to support operating weight of equipment when hangers are inclined at a 45-degree angle.

3.5.2 Floor or Pad Mounted Equipment

3.5.2.1 Shear Resistance

Floor mounted equipment shall be bolted to the floor. Requirements for the number and installation of bolts to resist shear forces shall be in accordance with paragraph ANCHOR BOLTS.

3.5.2.2 Overturning Resistance

The ratio of the overturning moment from seismic forces to the resisting moment due to gravity loads shall be used to determine if overturning forces need to be considered in the sizing of anchor bolts. Calculations shall be provided to verify the adequacy of the anchor bolts for combined shear and overturning.

END OF SECTION

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SECTION 13281

LEAD HAZARD CONTROL ACTIVITIES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z9.2 (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 1553 (1993) Practice for Collection of Airborne Particulate Lead During Abatement and Construction Activities

ASTM E 1613 (1999) Standard Test Method for Determination of Lead by Inductivity Coupled Plasma Atomic Emission Spectrometry (ICP-AES), Flame Atomic Absorption Spectrometry (FAAS), or Graphite Furnace Atomic Absorption (GFAAS) Techniques

ASTM E 1729 (1999) Field Collection of Dried Paint Samples for Lead Determination by Atomic Spectrometry Techniques

ASTM E 1741 (2000) Preparation of Airborne Particulate Lead Samples Collected During Abatement and Construction Activities for Subsequent Analysis by Atomic Spectrometry

ASTM E 1792 (1996a) Wipe Sampling Materials for Lead in Surface Dust

ASTM E 1795 (2000) Non-Reinforced Liquid Coating Encapsulation Products for Leaded Paint in Buildings

ASTM E 1908-97 Standard Guide for Sample Selection of Debris Waste from a Building Renovation or Lead Abatement Project for Toxicity Characteristic Leaching Procedure (TCLP) Testing for Leachable Lead (Pb)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 (1999) Methods of Fire Tests for Flame-Resistant Textiles and Films

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 84-100 (1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

40 CFR 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures

WASHINGTON ADMINISTRATIVE CODE (WAC)

WAC 173-303 Dangerous Waste Regulations

WAC 173-304 Minimal Functional Standards for Solid Waste Handling

WAC 296-62-07521 Occupational Health Standards – Safety Standards for Carcinogens; Lead

WAC 296-62-155-176 Standards for Lead in Construction

UNDERWRITERS LABORATORIES (UL)

UL 586 (1996; Rev thru Aug 1999) High-Efficiency, Particulate, Air Filter Units

1.2 DEFINITIONS

- a. Lead Hazard Control Activity - Any construction work where a worker may be occupationally exposed to lead and procedures have to be followed to assure that: 1). Lead inside the lead hazard control area is cleaned up to appropriate levels and 2). Lead dust does not disperse outside the lead hazard control area at unacceptable levels.
- b. Industrial Building - Any building used for industrial purposes where normal operations inside the building may produce lead aerosol that will settle out on inside surfaces.

1.3 DESCRIPTION OF WORK

The Chief Joseph Dam Powerhouse and Intake Elevator will be modernized and cabs upgraded. According to a lead survey conducted by the Army Corps of Engineers, Seattle District, lead was detected in painted surface in the following areas:

Powerhouse

- ?? Top of the elevator car;
- ?? Metallic silver paint on elevator shaft;
- ?? Equipment in machine room that is painted green; and
- ?? Metallic silver flooring.

Intake Elevator

- ?? Exterior of elevator car;
- ?? Metallic silver paint on elevator shaft;
- ?? Equipment in machine room that is painted green; and
- ?? Metallic silver flooring.

Welding of the elevator support beams in the machine rooms is required as part of the modernization project. Other modernization activities may impact equipment coated with lead-based paint.

Lead dust or fumes are created when lead-based paint is dry scraped, dry-sanded, or heated. Construction workers and building occupants exposed to lead are at risk for lead poisoning. The Washington Department of Labor and Industries (L&I) and the Occupational Health and Safety Administration (OSHA) regulate exposures to lead in the workplace. The Washington State Department of Ecology's Hazardous Waste Program and the United States Environmental Protection Agency (EPA) regulate lead-containing wastes above certain concentrations because of its toxicity to people and other living things. This section describes procedures and equipment required to protect workers, the environment, and occupants of the areas impacted, or both, from exposure to lead during this modernization project. The Contractor shall perform modernization activities in accordance with WAC 296-155-176 as applicable.

The work covered by this section includes work tasks, on the individual work task data sheets at the end of this section, and the precautions specified in this section for the protection of workers, building occupants and the environments.

1.3.1 Protection of Existing Areas To Remain

All project work including, but not limited to, lead hazard work, storage, transportation, and disposal 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 at no additional cost to the Government.

1.3.2 Coordination with Other Work

The contractor shall coordinate lead hazard control activities with work being performed in adjacent areas. Coordination procedures shall be explained in the Contractor's Accident Prevention Plan and shall describe how the Contractor will prevent lead exposure to other contractors and/or Government personnel performing work unrelated to lead hazard control activities.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Materials and Equipment; G
Expendable Supplies; G

A description of the materials, equipment and expendable supplies required; including Material Safety Data Sheets (MSDSs) for material brought onsite to perform the work.

Qualifications; G

A report providing evidence of qualifications and designating responsibilities for personnel and laboratories.

SD-06 Test Reports

Accident Prevention Plan (APP); G

A report describing how the Contractor will protect workers, building occupants, and building contents while performing lead hazard control activities; and how project clearance will be performed.

Sampling and Analysis; G

A log of the analytical results required for the sampling. The log shall be kept current.

Clearance Report; G,

Report prepared by the QSHP.

1.5 QUALIFICATIONS

1.5.1 Qualifications and Organization Report

The Contractor shall furnish a qualification and organization report. The report shall describe the qualifications of the qualified safety and health professional (QSHP), onsite safety and health

supervisor (OSHS), labor staff and the independent risk assessor. The report shall include an organization chart showing the Contractor's personnel by name and title and project specific responsibilities and authorities. The report shall describe the qualifications of the laboratories selected for this project. The report shall be signed by the Contractor and the qualified safety and health professional to indicate that all personnel and laboratories comply with certification and experience requirements of this section and that project personnel have been given the authority to complete the tasks assigned to them.

1.5.2 Personnel and Subcontractor Responsibilities and Qualifications

1.5.2.1 Qualified Safety and Health Professional (QSHP)

The QSHP shall be responsible for development of project specific requirements in the Accident Prevention Plan (APP); supervise implementation of the APP requirements; visit the site as needed to verify effectiveness of the APP and to coordinate resolution of unknown situations that may develop as the work progresses; be available to provide consultation to the Onsite Safety and Health Supervisor (OSHS); review sampling and analytical results to evaluate occupational exposure levels, verify effectiveness of controls and determine if clearance requirements have been met. The QSHP shall have demonstrable experience with the implementation of occupational safety and health regulations.

1.5.2.2 Lead Hazard Control Workers

Lead Hazard Control workers shall be responsible for performing the labor necessary to complete the lead hazard control activities required in this contract.

1.5.2.3 Independent Certified Risk Assessor

The independent Certified Risk Assessor shall be a subcontractor to the prime Contractor on the project. The risk assessor shall be responsible to perform the sampling and evaluating the analytical data to verify clearance levels have been achieved. The independent risk assessor shall sign the clearance report indicating clearance requirements for the contract have been met.

1.5.2.4 Testing Laboratories

The laboratory selected to perform analysis on paint chip, soil or dust wipe samples shall be accredited by EPA's National Lead Laboratory Accreditation Program (NLLAP). The laboratory selected perform analysis on worker exposure (industrial hygiene) samples shall be in the American Industrial Hygiene Association's Industrial Hygiene Laboratory Accreditation Program (IHLAP) and shall be successfully participating in the Proficiency Analytical Testing (PAT) program for lead.

1.5.2.5 Blood Lead Testing

The laboratory selected to perform analysis on worker blood samples shall be approved by OSHA and meet the requirements contained in http://www.osha-slc.gov/OCIS/toc_bloodlead.html.

1.5.2.6 Disposal Facility and Transporter

The Contractor shall furnish written evidence that the landfill to be used is approved for disposal of wastes containing lead in accordance with applicable USEPA and/or requirements specific to the state where the waste will be disposed of. The Contractor shall provide copies of any required signed agreements between the Contractor (including subcontractors and transporters) and the disposal facility.

1.6 REGULATORY REQUIREMENTS

In addition to the detailed requirements of this specification, work shall be performed in accordance with requirements of EM 385-1-1 and applicable regulations including, but not limited to WAC 296-155-176 Standards for Lead in Construction, and the accepted Accident Prevention Plan with Appendices. Matters of interpretation of the standards shall be resolved to the satisfaction of and with the concurrence of, the Contracting Officer before starting work. Where these requirements vary, the most stringent shall apply.

1.7 ACCIDENT PREVENTION PLAN (APP)

1.7.1 APP Content and Organization

The Contractor's Accident Prevention Plan shall be organized into 5 parts, consisting of the overall plan and 4 appendices. The overall plan shall address each element in Appendix A of EM 385-1-1 in project specific detail. The elements are: a. Signature Sheet, b. Background Information, c. Statement of Safety and Health Policy, d. Responsibilities and Lines of Authorities, e. Subcontractors and Suppliers, f. Training, g. Safety and Health Inspections, h. Safety and Health Expectations, Incentive Programs and Compliance, i. Accident Reporting, j. Medical Support, k. Corporate Plans and Programs required by this contract, (HAZCOM, Respiratory Protection).

1.7.1.1 Lead Hazard Control Plan Appendix

The Lead Hazard Control Appendix shall address occupational exposure issues and shall describe the procedures to be followed to protect employees from lead hazards while performing lead hazard control activities. Each of the following elements shall be addressed in the lead hazard control appendix:

- a. The location and a brief description of each work activity that will emit lead into the workplace atmosphere. A description of any components containing lead shall be included and keyed to the project drawings.
- b. Description of equipment and materials, controls, crew size, worker responsibilities, and operating and maintenance procedures.
- c. Description and sketch of the Lead Hazard Control Areas, including decontamination areas.
- d. Description of the specific lead control methods and procedures to protect workers and other onsite contractors from lead exposure.

- e. Technologic equipment used to keep occupational exposure below the Permissible Exposure Limit and minimize worker exposure to lead (i.e., HEPA-filtered vacuum equipment/cleaners, special negative air enclosure equipment and supplies, etc.).
- f. Worker Exposure Assessment including methods and procedures to monitor and document worker exposure to lead. Worker exposure monitoring shall be broken into two parts in the plan. Part A: Initial Determination. The Contractor shall describe worker monitoring (if performed for the initial determination specified in WAC 296-155-17609). Per WAC 296-155-17609(4)(b), if the Contractor has previously monitored for lead exposure, and the data were obtained within the past 12 months during work operations conducted under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the employer's current operations, the Contractor may rely on the earlier monitoring results to satisfy the initial determination requirements. The Contractor shall substitute objective proof of action level compliance in Part A if initial determination monitoring is omitted. Part B: Continued Exposure Monitoring. Worker exposure monitoring after the initial lead exposure determination has been made.
- g. Work Practices Program describing the protective clothing to be used to protect workers from lead exposure, housekeeping procedures employed to minimize spread on lead contamination in the lead hazard control area, hygiene facilities and practices used to prevent workers from inadvertent ingestion of lead. The Program elements shall be consistent with WAC 296-155-17611 Methods of Compliance, WAC 296-155-17615 Protective Work Clothing and Equipment, WAC 296-155-17617 Housekeeping, and WAC 296-155-17619 Hygiene Practices and Facilities.
- h. Administrative Control Procedures, may be used to limit worker exposure to lead, if engineering controls and PPE are not sufficient to limit exposure. The worker rotation schedule to be employed, should engineering or personal protective equipment precautions fail to be effective, shall be described. This element of the plan shall be omitted if administrative controls will not be used.
- i. Medical surveillance practices and procedures used to monitor worker exposure to lead and to assure fitness for wearing respiratory protection devices. Medical surveillance practices shall be consistent with WAC 296-155-17621 Medical Surveillance.
- j. Worker training meeting the requirements of WAC 296-155-17625 Employee Information and Training, to assure that workers understand hazard associated with working with lead and how to protect themselves. The Contractor shall provide documentation that employees have been trained within the past 12 months.
- k. Security: Entry into lead hazard control areas shall only be by personnel authorized by the Contractor and the Contracting Officer. Persons entering control areas shall be trained, medically evaluated, and equipped with personal protective equipment required for the specific control area to be entered.

1.7.1.2 Activity Hazard Analyses Appendix

An Activity Hazard Analysis (AHA) shall be prepared for each work task data element specified on the individual work task data element sheets at the end of this section. The AHA shall be submitted to the Contracting Officer prior to beginning specified work. Format shall be in accordance with EM 385-1-1, figure 1-1. The AHA shall be continuously reviewed and modified, when appropriate, to address changing conditions or operations. Each accepted AHA shall be appended to and become part of the APP.

1.7.1.3 Occupant/Building Protection Plan Appendix

The Contractor shall develop and implement an Occupant/Building Protection Plan describing the measures and management procedures to be taken during lead hazard control activities to protect the building occupants/building facilities (and future building occupants/facilities) from exposure to any lead contamination while lead hazard control activities are performed.

1.7.1.4 Clearance Plan Appendix

The Contractor shall develop a Clearance Plan describing practices and procedures used to assure that lead hazard control activities are complete and that lead contamination within the lead hazard control area comply with final clearance levels or visual clearance criteria. Sampling and analysis procedures used to document project completion and clearance goals shall be explained in the Clearance Plan Appendix.

1.8 PRE-CONSTRUCTION SAFETY CONFERENCE

1.8.1 Conference General Requirements

The Contractor and the QSHP shall attend a pre-construction safety conference prior to starting work. Items required to be submitted shall be reviewed for completeness, and where specified, for acceptance. Details of the APP shall be revised to correct any deficiencies, and resubmitted for acceptance. Onsite 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 by the QSHP with acceptance by the Contracting Officer. Should an unforeseen hazard become evident during performance of the work, the QSHP shall inform the Contracting Officer, both verbally and in writing, for immediate resolution. In the interim, the QSHP shall take necessary action to re-establish and maintain safe working conditions; and to safeguard onsite 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.

1.8.2 Preparatory Inspection Meeting

The Contractor shall arrange and hold a preparatory inspection meeting to review completeness and adequacy of the APP immediately prior to beginning each phase of work.

1.9 MEDICAL SURVEILLANCE REQUIREMENTS

The Contractor shall comply with the following medical surveillance requirements:

- a. The Contractor shall make every attempt to keep occupational exposure to lead on this project below the action level of 30 micrograms/cubic meter defined in WAC 296-155-17605. If it is not possible, and if occupational exposures could possibly exceed the action level for 30 or more days per year, the Contractor shall institute a medical surveillance program. The program shall meet the examination frequency and content requirements specified in WAC 296-155-17621. Medical removal as specified in WAC 296-155-17623, if necessary, shall be at the Contractor's expense.
- b. Medical surveillance and biological monitoring shall be in compliance with 29 CFR 1926 (.62) (g) and (j). Initial biological monitoring shall be performed on lead hazard control workers prior to assignment to the project. Workers shall not be assigned to the project if results indicate a need for restricted activities.
- c. All lead hazard control workers shall pass the medical examinations necessary to be approved by the occupational physician to wear respiratory protection on this project. Occupational physician's approval shall be given prior to assignment to the project.

1.10 RESPIRATORY PROTECTION PROGRAM

The Contractor shall have a written respiratory protection program and shall be fully capable of implementing the requirement of the respiratory protection program on this project. The respiratory protection program shall meet the requirements of 29 CFR 1926 (.62) and 29 CFR 1910 (.134). Project specific respiratory protection requirements shall be included in the lead hazard control plan appendix of the Contractor's accident prevention plan.

1.11 LICENCES, PERMITS AND NOTIFICATIONS

No licenses, permits, or notifications specific to lead hazard control are required for this project.

1.12 TRAINING

1.12.1 Training Requirements

All Contractor personnel and/or subcontractors performing or responsible for onsite oversight of lead hazard control activities shall meet the following training requirements.

- a. Content of WAC 296-155-17625.
- b. How operations could result in exposure over the action level.
- c. Purpose, selection, fitting, use and limitations of respirators.
- d. Purpose and description of the medical surveillance program.
- e. Use of engineering controls and good work practices to limit occupational exposure to lead.

- f. Implementation of the lead hazard control plan appendix of the accident prevention plan.
- g. Medical supervision for the use of chelating agents.
- h. Employee right of access to medical surveillance records as specified in WAC 296-155-17621(1).

1.12.2 Qualified Safety and Health Professional

The qualified safety and health professional shall meet the training requirements in paragraph 1.12.1 and shall meet the training, experience and authority requirements in WAC 296-155-17605(2) to be a competent person.

1.12.3 Independent Risk Assessor

The independent risk assessor shall meet the training requirements in paragraph WISHA Training Requirements, above, and shall meet the training and experience requirements in 40 CFR 745 to carry certification as a certified risk assessor if required by the Contracting Officer.

1.12.4 Abatement Worker

Workers shall meet the training requirements specified above and the training requirements in 40 CFR 745 Subpart L to carry certification as a Certified Worker, if required by the Contracting Officer.

1.12.5 Training Program Certification

Training to meet 40 CFR 745 Subpart L requirements shall be provided by an EPA accredited training provider and the Contractor shall provide proof in the Qualifications and Organization Report showing that personnel have passed certification examinations for their respective disciplines, that fees for certification have been paid to the EPA and that EPA has certified the QSHP, independent risk assessor, certified workers to perform their duties.

1.13 SAMPLING AND ANALYSIS

1.13.1 Sampling and Analytical Procedures

1.13.1.1 Sampling and Analysis Methods

Analysis shall conform to NIOSH Pub No. 84-100 Method 7082, Lead, for personal sampling required by WAC 296-155-176 Sampling shall conform to ASTM E 1553 or ASTM E 1741.

1.13.2 Occupational Exposure Assessment

Sampling and analytical procedures to determine compliance with the occupational exposure monitoring requirement of this section shall be described in the lead hazard control plan appendix of the Contractor's accident prevention plan. The Contractor shall provide an initial determination in accordance with WAC 296-155-17609(1). If the Contractor has previously monitored for lead exposure, and the data were obtained within the past 12 months during work operations conducted

under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the employer's current operations, the Contractor may rely on the earlier monitoring results to satisfy the initial determination requirements. The following occupational exposure monitoring requirements apply and shall be implemented if the requirements of WAC 296-155-17609(1), (2), and (3) cannot be demonstrated.

- a. During Initial Monitoring the Contractor shall representatively sample employees with the greatest potential for exposure to aerosolized lead.
- b. Continued/Additional Monitoring shall meet applicable paragraphs in WAC 296-155-17609(6) Frequency, after the initial determination has been made.

1.13.3 Lead Hazard Control Area/Containment Monitoring

The Contractor shall perform a visual inspection once per day outside the lead hazard control area to assure visual clearance criteria are maintained while lead hazard control activities are performed. The Contractor shall clean at its own expense, and to the Contracting Officer's satisfaction, all contaminated surfaces outside the lead hazard control area, if surfaces fail visual clearance criteria.

1.13.4 Occupancy During Work

The Contractor shall wipe sample a floor surface at a location no more than 3 m (10 feet) outside the lead hazard control area at a frequency of once per day while lead hazard control activities are being performed. Wipe sampling analytical results shall pass clearance criteria for floors specified in this contract. The Contractor shall clean all contaminated surfaces at its own expense and to the Contracting Officer's satisfaction, if floor wipe samples required in this paragraph fail clearance criteria.

1.13.5 Clearance Monitoring

Sampling and analytical procedures to determine the clearance requirements of this section shall be described by the Contractor in the Clearance Plan Appendix of the Accident Prevention Plan. The Contractor shall take wipe samples from the floors inside the lead hazard control area after the final visual inspection in the quantities and at the locations specified.

1.13.6 Waste Disposal Sampling

It is not expected that lead-containing waste will be generated during this modernization project unless it is necessary to strip paint from painted surfaces using heat or chemical methods or it is necessary to HEPA-vacuum settled dust. If this occurs, the Contractor shall take samples of paint residue and settled dust in vacuum canisters. The samples shall be submitted for lead analysis by EPA's Toxicity Characteristics Leaching Procedure (TCLP). Concentrations of lead at 5 mg/L or greater require that the waste be disposed of as a regulated hazardous waste.

1.13.7 Analytical Results

The Contractor shall develop and maintain during the course of the project a log of analytical results generated by the above sampling requirements. The log shall clearly describe the reason for which the sample was taken (worker exposure, migration control, clearance) the analytical result for each sample

and evaluate if the analytical result passed or failed the action levels. At a minimum, the Contractor shall include analytical results for samples required to be taken in paragraphs Occupational Exposure Assessment, Lead Hazard Control Area/Containment Monitoring, Occupancy During Work, and Clearance Monitoring specified above.

1.14 CLEARANCE REQUIREMENTS

The Contractor shall describe clearance requirements for this project in the Clearance Plan Appendix of the Accident Prevention Plan. Clearance levels inside the lead hazard control area shall be visual clearance only as these areas are considered industrial buildings.

1.15 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor shall describe the PPE to be used to protect workers from lead hazards in the Lead Hazard Control Plan Appendix of the Accident Prevention Plan. The PPE selected shall conform to the requirements of WAC 296-155-17615. The Contractor shall furnish, at no cost to the workers, clothing for protection from lead-contaminated dust and debris. An adequate supply of these items shall be available for worker and Government personnel use. Protective clothing shall include:

- a. Coveralls: Full-body coveralls shall be provided to lead hazard control workers, if needed.
- b. Boots: Boots and shoes shall be provided as required by EM 385-1-1 Section 05.A.08 for workers. Boot/shoe covers shall be provided to prevent contamination of boots and shoes.
- c. Hand Protection: Gloves, etc., shall be provided as required by EM 385-1-1 Section 05.A.10 for workers.
- d. Head Protection: Hard hats shall be provided as required by 29 CFR 1910 (.135) and EM 385-1-1 Section 05.D for workers and authorized visitors.
- e. Eye and Face Protection: Eye and face protection shall be provided as required by 29 CFR 1910 (.133) and EM 385-1-1 Section 05.B for workers and authorized visitors.
- f. Respirators: NIOSH certified air-purifying respirators or filtering face pieces shall be provided for use as respiratory protection for airborne lead and for other hazardous airborne contaminants that may be encountered; as determine by the on-site safety and health supervisor. At a minimum, respirators shall be furnished to each employee required to enter a lead hazard control area where an employee exposure assessment has not yet been performed, or where monitoring data establishes the need for respiratory protection, or if requested by the employee.
- g. Respirator Cartridges/Filtering Face Pieces: Respirator cartridges shall be changed out/filtering face pieces properly disposed of when the they become sufficiently loaded with particulate matter that workers experience breathing resistance. Cartridges and filtering face pieces shall be N, R or P 100 rated to assure sufficient protection from lead exposure.

1.16 HYGIENE FACILITIES

The Contractor shall describe the personal hygiene facilities to be used by the workers in the Lead Hazard Control Plan Appendix of the Accident Prevention Plan. The Contractor shall provide hygiene facilities for lead hazard control workers. Hygiene facilities shall consist of the following:

1.16.1 Hand Wash Stations

The Contractor shall provide adequate hand washing facilities for use by lead hazard control workers in accordance with WAC 296-155-140 and WAC 296-155-17619(5)(a). Faces and hands shall be washed when leaving the lead hazard control area.

1.16.2 Change Area

The Contractor shall provide a change area to workers in accordance with WAC 296-155-17619(2). The change area shall be equipped so that contaminated work clothing and street clothes shall be stored separately to prevent cross contamination.

1.16.3 Showers

Showers shall be provided if feasible and if worker exposures exceed the PEL. When provided, showers facilities shall meet the requirements of WAC 296-155-17619(3)(a). Where showers are not provided, the Contractor shall ensure that employees wash their hands and face at the end of the work-shift.

1.16.4 Eating Area

The Contractor shall set aside an area or provide a room for taking breaks and eating lunch. This area shall be kept as free as practicable from lead contamination. Workers shall be required to follow the procedures in WAC 296-155-17619(4) when using the room.

1.17 POSTED WARNINGS AND NOTICES

The following regulations, warnings, and notices shall be posted at the worksite in accordance with WAC 296-155-17627.

1.17.1 Regulations

At least two copies of WAC 296-155-176 shall be made available for use by either the Contracting Officer or affected workers; and for the purpose of providing required information and training to the workers involved in the project. One copy shall be maintained in the Contractor's jobsite file, and a second copy shall be posted where it will be accessible to workers on the site.

1.17.2 Warning Signs and Labels

Warning signs shall be posted in each lead hazard control area where worker exposure to lead is undetermined or where the exposures are above the permissible exposure limit as defined in WAC 296-155-17607. Signs shall be located to allow personnel to read the signs and take necessary precautions before entering the lead hazard control area.

1.17.2.1 Warning Signs

Warning signs shall be in English, be of sufficient size to be clearly legible, and display the following:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

1.17.2.2 Warning Labels

Warning labels shall be affixed to all lead waste disposal containers used to hold materials, debris and other products contaminated with lead hazards; 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 accessible to personnel on the site, to comply with Federal, state, and local regulations.

1.17.4 Air Monitoring Results

Air monitoring results shall be prepared so as to be easily understood by the workers. One copy shall be maintained in the Contractor's jobsite file, and a second copy shall be posted where it will be accessible to the workers as specified in WAC 296-155-176.

1.17.5 Emergency Telephone Numbers

A list of emergency 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 MATERIALS AND EQUIPMENT

Sufficient quantities of health and safety materials required by WAC 296-155-176, and other materials and equipment needed to complete the project, shall be available by the Contractor at the Contractor's expense and shall be kept on the site.

1.18.1 Abrasive Removal Equipment

The use of powered machine for vibrating, sanding, grinding, or abrasive blasting is prohibited unless equipped with local exhaust ventilation systems equipped with high efficiency particulate air (HEPA) filters.

1.18.2 Vacuum Systems

Vacuum systems shall be suitably sized for the project, and filters shall be capable of trapping and retaining all mono-disperse particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent. Used filters that are being replaced shall be disposed in a proper manner.

1.18.3 Heat Blower Guns

Heat blower guns shall be flameless, electrical, paint-softener type with controls to limit temperature to 590 degrees C (1,100 degrees F). Heat blower shall be DI (non-grounded) 120 volts ac, and shall be equipped with cone, fan, glass protector and spoon reflector nozzles. The Contractor shall provide MSDS and implement hazard communication procedures in conformance with paragraph HAZARD COMMUNICATIONS PROGRAM.

1.18.4 Chemical Paint Strippers

Chemical paint strippers shall not contain methylene chloride and shall be formulated to prevent stain, discoloration, or raising of the substrate materials. The Contractor shall provide MSDS and implement hazard communication procedures in conformance with paragraph HAZARD COMMUNICATIONS PROGRAM.

1.18.5 Chemical Paint Stripper Neutralizer

Neutralizers for paint strippers shall be compatible with the substrate and suitable for use with the chemical stripper that has been applied to the surface. The Contractor shall provide MSDS and implement hazard communication procedures in conformance with paragraph HAZARD COMMUNICATIONS PROGRAM.

1.18.6 Detergents and Cleaners

Detergents or cleaning agents used shall have demonstrated effectiveness in lead control work using cleaning techniques specified by HUD 6780 guidelines. The Contractor shall provide MSDS and implement hazard communication procedures in conformance with paragraph HAZARD COMMUNICATIONS PROGRAM.

1.19 EXPENDABLE SUPPLIES

1.19.1 Polyethylene Bags

Disposable bags shall be polyethylene plastic and shall be a minimum of 0.15 mm (6 mils) thick (0.1 mm (4 mils) thick if double bags are used) or any other thick plastic material shown to demonstrate at least equivalent performance; and shall be capable of being made leak-tight. Leak-tight means that solids, liquids or dust cannot escape or spill out.

1.19.2 Polyethylene Leak-tight Wrapping

Wrapping used to wrap lead contaminated debris shall be polyethylene plastic that is a minimum of 0.15 mm (6 mils) thick or any other thick plastic material shown to demonstrate at least equivalent performance.

1.19.3 Polyethylene Sheeting

Sheeting shall be polyethylene plastic with a minimum thickness of 0.15 mm (6 mil), or any other thick plastic material shown to demonstrate at least equivalent performance; and shall be provided in the largest sheet size reasonably accommodated by the project to minimize the number of seams. Where the project location constitutes an out of the ordinary potential for fire, or where unusual fire hazards cannot be eliminated, flame-resistant polyethylene sheets which conform to the requirements of NFPA 701 shall be provided.

1.19.4 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 50 mm (2 inches) wide, industrial strength.

1.19.5 Containers

When used, containers shall be leak-tight and shall be labeled in accordance with EPA, DOT and OSHA standards, as specified in paragraph WARNING LABELS.

1.19.6 Chemicals

Chemicals, including caustics and paint strippers, shall be properly labeled, used in accordance with the manufacturers recommendations and stored in leak-tight containers. Material Safety Data Sheets (MSDSs) shall be provided and hazard communication procedures implemented in conformance with paragraph HAZARD COMMUNICATION PROGRAM.

1.20 STORAGE OF MATERIALS

Materials shall be stored protected from damage and contamination. During periods of cold weather, plastic materials shall be protected from the cold. Flammable or hazardous materials shall not be stored inside a building. Materials shall be regularly inspected 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. Stored materials shall not present a hazard or an inconvenience to workers, visitors, and/or other occupants and employees of the facility in which they are located.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 WORK PROCEDURES

The Contractor shall perform work following practices and procedures described in the Accident Prevention Plan.

3.1.1 Lead Hazard Control Areas, Equipment and Procedures

The Contractor shall set up lead hazard control areas and operate equipment within the lead hazard control area in a manner that will minimize migration of lead dust beyond the lead hazard control area boundaries and minimize exposure to workers.

3.1.2 Lead Hazard Control Areas

Access into lead hazard control areas by the general public shall be prohibited. Workers entering the lead hazard control area shall meet medical surveillance requirements of this contract and shall be required to understand and follow procedures described in the Contractor's accident prevention plan for reducing lead exposure. The Contractor shall select from one of the following methods as appropriate for lead hazard control area preparation and restriction requirements. Containment features for interior lead hazard control projects: Polyethylene sheeting sealed with spray adhesive and duct tape; Portable plastic partitions; colored caution tape to designate the lead hazard control area. The floor in the lead hazard control area shall be covered with two layers of polyethylene sheeting. If necessary, openings, such as HVAC supply and return air vents, into the lead hazard control area shall be sealed with polyethylene sheeting and duct tape or with sealed rigid coverings.

3.2 USE OF HYGIENE FACILITIES

- a. Personnel and equipment shall be decontaminated when exiting the lead hazard control area. The Contractor shall comply with the following personnel and equipment decontamination procedures:
 - (1) HEPA vacuum outer garments and equipment.
 - (2) Wet Wipe Equipment.
 - (3) Remover outer layer of garments.
 - (4) Thoroughly wash face and hands, if showering not required.
 - (5) Shower (if applicable).
 - (6) Remove Respirator (if applicable).
 - (7) Exit lead hazard control area.
- b. The Contractor shall provide, and workers shall use, a change room to change into work clothing at the beginning of a work shift. At the end of the work shift workers shall change back into street clothing and leave contaminated work clothing at the site for disposal or laundering.
- c. The Contractor shall provide an eating facility as free as practical from lead contamination. Workers shall be allowed usage of the eating facility for rest/lunch breaks.

3.3 FURNISHINGS

The Contractor shall remove furniture and equipment from the work area before lead hazard control work begins.

3.4 WASTE DISPOSAL PROCEDURES

3.4.1 CONSTRUCTION DEBRIS AND/OR SANITARY LANDFILL WASTE

It is not expected that lead-containing waste will be generated during this modernization project. In the event that waste suspected of containing lead is generated, the Contractor shall collect a representative sample of each waste stream and shall submit the sample(s) for TCLP analysis.

3.4.2 WASTE STREAM CLASSIFICATION

The Contractor shall determine the RCRA waste classification for all waste streams generated by the lead hazard control project. The Contractor shall perform the sampling and analysis specified in paragraph WASTE DISPOSAL, evaluate analytical results and propose waste stream treatment and disposal requirements for the contract. The Contracting Officer will approve waste stream treatment and disposal requirements proposed by the Contractor.

3.4.3 RCRA SUBTITLE C HAZARDOUS WASTE

The Contractor shall dispose of the lead-containing waste streams with lead at concentrations of 5 mg/L or greater in a RCRA subtitle C Treatment Storage and Disposal Facility (TSDF). Such waste from this project may include dust and paint chips from HEPA vacuuming operations and/or paint sludge and residue from chemical or heat stripping procedures.

3.4.4 HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL

The Contractor shall transport, treat and dispose of hazardous waste in accordance with the requirements of WAC-173-303 as applicable.

3.5 LEAD HAZARD CONTROL PROCEDURES, METHODS AND TECHNIQUES.

3.5.1 PAINT REMOVAL METHODS

It may be necessary to remove lead-based paint during this modernization project. The Contractor shall address each paint removal method to be used in the Activity Hazard Analysis. Prohibited paint removal methods shall include: open flame burning or torching, including the use of heat guns having operating temperatures greater than 590 degrees C (1,100 degrees F); machine sanding or grinding without HEPA exhaust; non-contained hydro blasting or high-pressure water wash; abrasive blasting or sandblasting without HEPA exhaust; dry scraping, except near electrical outlets or when using a heat gun. Chemical paint removers containing methylene chloride are prohibited. Building components and structures adjacent to the removal process shall be appropriately protected from damage due to the removal process employed. Stripping shall be done according to manufacturer's recommendations. Stripped substrates shall be thoroughly washed and neutralized before applying a primer or sealing coat.

3.5.1.1 Low Temperature Heat Gun

Prior to beginning work, electrical fuses and adequate electrical supply shall be verified. Only fuses properly sized for the service, and otherwise permitted by code, shall be used. Properly sized fuses shall not be changed out with larger fuses to increase amperage beyond safe limits. Portable electric generators may be used to safely supply adequate amperage. An accessible garden hose with a pressure-release spray nozzle; a crowbar to remove smoldering wood; and a long-handled sledgehammer to open up walls exposed to smoldering insulation shall be readily available. A fully charged ABC-type (89 N (20 pound) minimum) fire extinguisher shall be available within 30 m (100 feet) of the work area. Adequate ventilation shall be provided for the work area. Worker protection shall include respirators equipped with combination HEPA filter/organic vapor cartridges. The Contractor shall equip heat guns with extension tubes or wire mesh as needed to prevent premature burnout of the heating elements and to minimize paint film scorching or smoking. Optimal heat gun/substrate separation is typically 75 to 150 mm (3 to 6 inches).

3.5.1.2 HEPA Sanding

The HEPA vacuum shall be correctly sized to provide adequate airflow, permitting the system to operate properly. If longer exhaust hoses are used, a larger HEPA vacuum shall be provided to handle the extra pressure drop in the vacuum hose. The HEPA filter shall be operated in accordance with manufacturer's instructions. Worker protection shall include respirators or filtering facepieces equipped with HEPA filters.

3.5.1.3 Wet Scraping

Surfaces near electrical outlets shall not be moistened but shall be dry scraped only. Loose material shall be scraped from the surface and deposited onto the containment plastic. Damp scrapings shall be cleaned up as soon as possible to prevent tracking throughout the work area. Scraper blades shall be kept sharp. Additional scraper blades shall be supplied and shall be selected for the type of surface being scraped.

3.5.1.4 HEPA Vacuum Blasting

The blast head shall be shrouded under a vacuum and exhaust passed through a HEPA filter. The blast head shall remain in continuous contact with the surface to avoid dispersal of both the blast medium and particulate. The equipment shall be equipped with a device that separates the blast media from the material to be removed, effectively recycling the blast material and minimizing the amount of waste. Work shall be positioned to minimize the degree workers must reach above shoulder level, in order to minimize worker fatigue and loss of blast head contact with the surface.

3.5.1.5 HEPA Vacuum Needle Gun

The vacuum needle gun head shall be equipped with a vacuum shroud designed for the surface to be treated. The needle gun shall be operated to maximize surface contact of the vacuum shroud. Work shall be positioned to minimize the degree workers must reach above shoulder level, in order to minimize worker fatigue and loss of needle gun contact with the surface.

3.5.1.6 Onsite Paint Removal

Paint remover shall be applied in accordance with the manufacturer's instructions. The work area surrounding the application process shall be secured to prevent access unauthorized personnel. Workers shall be provided with the appropriate personal protective clothing and equipment in accordance with manufacturer's recommendations and good industrial hygiene practice. A portable eyewash shall be provided whenever eye irritant strippers are used. An abundant source of running water shall be provided in the work area. The stripper shall be tested in a small area prior to full scale stripping. Caustic strippers shall not be used on aluminum or glass surfaces. Waste disposal shall be in accordance with paragraph WASTE DISPOSAL PROCEDURES. Stripped surfaces shall be neutralized and washed in accordance with manufacturer's instructions and paragraph CHEMICAL PAINT STRIPPER NEUTRALIZER. Stripped surfaces shall be completely dry before repainting, and shall be repainted only with paints proven compatible with the stripping techniques employed.

3.6 CLEARANCE PROCEDURES

3.6.1 Visual Inspection

QSHP shall perform a visual inspection, using the form at the end of this section, for each lead hazard control area to assure that lead hazard control activities, identified in the individual work task data elements, have been properly completed. The QSHP shall visually verify that lead hazards have been removed, control technology has been appropriately applied/installed and that the lead hazard control area is free of dust and paint chips generated by lead hazard control activities.

3.6.2 Analytical Demonstration of Clearance

After the visual inspection the independent risk assessor shall take clearance samples for laboratory analysis to verify clearance requirements specified in paragraph CLEARANCE REQUIREMENTS have been met.

3.7 EVALUATION OF SAMPLING AND MONITORING RESULTS

Analytical results from samples taken during lead hazard control activities shall be evaluated to determine compliance with occupational safety and health standards and project specific control efficiency and clearance/clean up levels.

3.7.1 Occupational Safety and Health

The QSHP shall review the analytical results from samples taken for the initial exposure assessment and continued occupational safety and health monitoring if required. Effectiveness and adequacy of personal protective equipment, respirators, work practices, hygiene facilities and personal decontamination procedures shall be evaluated and upgrades/downgrades in equipment and procedures made. After notifying the Contracting Officer the following shall be applied:

- a. Exposures over the PEL (0.05 mg/cubic meter):
 - (1) Improve work practices to reduce exposures.
 - (2) Don respirators.

- (3) Assure eating facilities and change rooms are clean and are free from settled dust.
- (4) Shower as part of personal decontamination.
- b. Exposures over the Action Level (0.03 mg/cubic meter):
 - (1) Assure exposed individuals enrolled in the medical surveillance program.
 - (2) Assure exposed individuals enrolled in and up to date with lead exposure training requirements.

3.7.2 Control Efficiency of Containment Features

The QSHP shall review and document results of the visual inspection determining visual clearance criteria are being met while lead hazard control activities are being performed. The QSHP shall review analytical results from samples taken to determine if lead is migrating outside lead hazard control areas at levels in excess of clearance criteria. The QSHP shall notify the Contracting Officer and apply the following actions if results exceed project specific clearance levels outside the lead hazard control area:

- a. Require/improve containment.
- b. Improve work practices to reduce lead aerosol generation.

3.7.3 Clearance

The QSHP shall review analytical results for the samples taken to determine compliance with project specific clearance requirements. The following actions apply and shall be performed at the Contractor's expense if project specific clearance levels are exceeded:

- Reclean surfaces.
- Retest to determine clearance.

3.7.4 Removal of Lead Hazard Control Area

Upon acceptance of the final clearance certification by the Contracting Officer, and when authorized, cleared Lead Hazard Control Area boundary controls and warning signs shall be removed.

3.8 CLEARANCE REPORT

The QSHP shall prepare a clearance report including the following information:

- a. Start and completion dates of lead hazard control activities.
- b. Type of lead hazard control activity performed (i.e., abatement, interim control, renovation, remodeling), locations and lead hazards controlled or abated.
- c. The name and address of each firm conducting lead hazard control activities and the name of each supervisor assigned to the project.

- d. The Occupant Protection Plan prepared pursuant to paragraph OCCUPANT PROTECTION PLAN.
- e. The name, address and signature of the QSHP or independent risk assessor to indicate clearance requirements have been met.
- f. Certification of each Final Cleaning and Visual Inspection performed by the QSHP.
- g. Analytical results from clearance sampling performed by the QSHP or independent risk assessor, the name of the laboratory that conducted the analysis. Results shall be provided in both the laboratory report and on the appropriate example forms provided at the end of this section.
- h. A detailed written description of the lead hazard control activities performed, including hazard control methods used, locations of rooms and/or components where lead hazard control activities occurred, reason for selecting particular hazard control methods for each component, and any suggested monitoring of encapsulants or enclosures.
- i. Hazardous waste disposal documentation.
- j. Contractor provided installation/maintenance manuals.

3.9 TITLE TO MATERIALS

Materials resulting from demolition work, except as specified otherwise, shall be come the property of the Contractor, and shall be disposed of in accordance with Section 02220 DEMOLITION, except as specified.

3.10 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.

3.11 CERTIFICATION OF VISUAL INSPECTION

Certify that the lead hazard control areas(s) for each individual work task data elements have passed visual clearance criteria and are ready for clearance sampling. To pass visual clearance, lead hazards have to be removed; control technology appropriately applied/installed; the lead hazard control area must be free from visible dust debris, paint chips or any other residue that may have been generated by the lead hazard control activities.

--END OF SECTION--

SECTION 13851

FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI S3.41 (1990; R 1996) Audible Emergency Evacuation Signal

FACTORY MUTUAL ENGINEERING AND RESEARCH (FM)

FM P7825a (1998) Approval Guide Fire Protection

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 1221 (1999) Installation, Maintenance and Use of Public Fire Service Communication Systems

NFPA 70 (1999) National Electrical Code

NFPA 72 (1999) National Fire Alarm Code

NFPA 90A (1999) Installation of Air Conditioning and Ventilating Systems

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

47 CFR 15 Radio Frequency Devices

UNDERWRITERS LABORATORIES (UL)

UL 1242 (1996; Rev Mar 1998) Intermediate Metal Conduit

UL 1971 (1995; Rev thru Apr 1999) Signaling Devices for the Hearing Impaired

UL 228	(1997; Rev Jan 1999) Door Closers-Holders, With or Without Integral Smoke Detectors
UL 268	(1996; Rev thru Jan 1999) Smoke Detectors for Fire Protective Signaling Systems
UL 268A	(1998) Smoke Detectors for Duct Application
UL 38	(1999) Manually Actuated Signaling Boxes for Use with Fire-Protective Signaling Systems
UL 464	(1996; Rev thru May 1999) Audible Signal Appliances
UL 521	(1999) Heat Detectors for Fire Protective Signaling Systems
UL 6	(1997) Rigid Metal Conduit
UL 632	(2000) Electrically-Actuated Transmitters
UL 797	(1993; Rev thru Mar 1997) Electrical Metallic Tubing
UL 864	(1996; Rev thru Mar 1999) Control Units for Fire Protective Signaling Systems

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Fire Alarm Reporting System; G

Detail drawings, prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician, consisting of a complete list of equipment and material, including manufacturer's descriptive and technical literature, catalog cuts, and installation instructions. Note that the contract drawings show layouts based on typical detectors. The Contractor shall check the layout based on the actual detectors to be installed and make any necessary revisions in the detail drawings. The detail drawings shall also contain complete wiring and schematic diagrams for the equipment furnished, equipment layout, and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Detailed point-to-point wiring diagram shall be prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician showing points of connection. Diagram shall include connections between system devices, appliances, control panels, supervised devices, and equipment that is activated or controlled by the panel.

SD-03 Product Data

Storage Batteries; G

Substantiating battery calculations for supervisory and alarm power requirements. Ampere-hour requirements for each system component and each panel component, and the battery recharging period shall be included.

Testing; G

Detailed test procedures, prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician, for the fire detection and alarm system 10 days prior to performing system tests.

SD-06 Test Reports

Testing; G

Test reports, in booklet form, showing field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system. Each test report shall document readings, test results and indicate the final position of controls. The Contractor shall include the NFPA 72 Certificate of Completion and NFPA 72 Inspection and Testing Form, with the appropriate test reports.

SD-07 Certificates

Qualifications; G

Proof of qualifications for required personnel. The installer shall submit proof of experience for the Professional Engineer, fire alarm technician, and the installing company.

SD-10 Operation and Maintenance Data

Technical Data and Computer Software; G

Six copies of operating manual outlining step-by-step procedures required for system startup, operation, and shutdown. The manual shall include the manufacturer's name, model number, service manual, parts list, and complete description of equipment and their basic operating features. Six copies of maintenance manual listing routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The manuals shall include conduit layout, equipment layout and simplified wiring, and control diagrams of the system as installed. The manuals shall include complete procedures for system revision and expansion, detailing both equipment and software requirements. Original and backup copies of all software delivered for this project shall be provided, on each type of media utilized. Manuals shall be approved prior to training.

1.3 GENERAL REQUIREMENTS

1.3.1 Standard Products

Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 2 years prior to bid opening. Equipment shall be supported by a service organization that can provide service within 24 hours of notification.

1.3.2 Nameplates

Major components of equipment shall have the manufacturer's name, address, type or style, voltage and current rating, and catalog number on a noncorrosive and nonheat-sensitive plate which is securely attached to the equipment.

1.3.3 Keys and Locks

Locks shall be keyed alike. Four keys for the system shall be provided.

1.3.4 Tags

Tags with stamped identification number shall be furnished for keys and locks.

1.3.5 Verification of Dimensions

After becoming familiar with details of the work, the Contractor shall verify dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing the work.

1.3.6 Compliance

The fire detection and alarm system and the central reporting system shall be configured in accordance with NFPA 72; exceptions are acceptable as directed by the Contracting Officer. The equipment furnished shall be compatible and be UL listed, FM approved, or approved or listed by a nationally recognized testing laboratory in accordance with the applicable NFPA standards.

1.3.7 QUALIFICATIONS

1.3.7.1 Engineer and Technician

a. Registered Professional Engineer with verification of experience and at least 4 years of current experience in the design of the fire protection and detection systems.

b. National Institute for Certification in Engineering Technologies (NICET) qualifications as an engineering technician in fire alarm systems program with verification of experience and current NICET certificate.

c. The Registered Professional Engineer may perform all required items under this specification. The NICET Fire Alarm Technician shall perform only the items allowed by the specific category of certification held.

1.3.7.2 Installer

The installing Contractor shall provide the following: Fire Alarm Technicians to perform the installation of the system. A Fire Alarm Technician with a minimum of 4 years of experience shall perform/supervise the installation of the fire alarm system. Fire Alarm Technicians with a minimum of 2 years of experience shall be utilized to assist in the installation and terminate fire alarm devices, cabinets and panels. An electrician shall be allowed to install wire or cable and to install conduit for the fire alarm system. The Fire Alarm technicians installing the equipment shall be factory trained in the installation, adjustment, testing, and operation of the equipment specified herein and on the drawings.

1.3.7.3 Design Services

Installations requiring designs or modifications of fire detection, fire alarm, or fire suppression systems shall require the services and review of a qualified fire protection engineer. For the purposes of meeting this requirement, a qualified fire protection engineer is defined as an individual meeting one of the following conditions:

- a. An engineer having a Bachelor of Science or Masters of Science Degree in Fire Protection Engineering from an accredited university engineering program, plus a minimum of 2 years' work experience in fire protection engineering.
- b. A registered professional engineer (P.E.) in fire protection engineering.
- c. A registered PE in a related engineering discipline and member grade status in the National Society of Fire Protection Engineers.
- d. An engineer with a minimum of 10 years' experience in fire protection engineering and member grade status in the National Society of Fire Protection Engineers.

1.4 SYSTEM DESIGN

1.4.1 Operation

The fire alarm and detection system shall be a complete, supervised fire alarm reporting system. The system shall be activated into the alarm mode by actuation of any alarm initiating device. The system shall remain in the alarm mode until the initiating device is reset and the fire alarm control panel is reset and restored to normal. Alarm initiating devices shall be connected to initiating device circuits (IDC), Style B, in accordance with NFPA 72. Fire alarm system components requiring power, except for the control panel power supply, shall operate on 24 Volts dc. Addressable system shall be microcomputer based with a minimum word size of eight bits and shall provide the following features:

- a. Sufficient memory to perform as specified and as shown for addressable system.
- b. Individual identity of each addressable device for the following conditions: alarm; trouble; open; short; and appliances missing/failed remote detector - sensitivity adjustment from the panel for smoke detectors
- c. Capability of each addressable device being individually disabled or enabled from the panel.

1.4.2 Operational Features

The system shall have the following operating features:

- a. Monitor electrical supervision of IDC.
- b. Monitor electrical supervision of the primary power (ac) supply, battery voltage, placement of alarm zone module (card, PC board) within the control panel, and transmitter tripping circuit integrity.
- c. A trouble buzzer and trouble LED/LCD (light emitting diode/liquid crystal diode) to activate upon a single break, open, or ground fault condition which prevents the required normal operation of the system. The trouble signal shall also operate upon loss of primary power (ac) supply, low battery voltage, removal of alarm zone module (card, PC board), and disconnection of the circuit used for transmitting alarm signals off-premises. A trouble alarm silence switch shall be provided which will silence the trouble buzzer, but will not extinguish the trouble indicator LED/LCD. Subsequent trouble and supervisory alarms shall sound the trouble signal until silenced. After the system returns to normal operating conditions, the trouble buzzer shall again sound until the silencing switch returns to normal position, unless automatic trouble reset is provided.
- d. A one person test mode. Activating an initiating device in this mode will activate an alarm for a short period of time, then automatically reset the alarm, without activating the transmitter during the entire process.
- e. A transmitter disconnect switch to allow testing and maintenance of the system without activating the transmitter but providing a trouble signal when disconnected and a restoration signal when reconnected.
- f. Confirmation or verification of all smoke detectors. The control panel shall interrupt the transmission of an alarm signal to the system control panel for a factory preset period. This interruption period shall be adjustable from 1 to 60 seconds and be factory set at 20 seconds. Immediately following the interruption period, a confirmation period shall be in effect during which time an alarm signal, if present, will be sent immediately to the control panel. Fire alarm devices other than smoke detectors shall be programmed without confirmation or verification.
- g. The fire alarm control panel shall provide the required monitoring and supervised control outputs needed to accomplish elevator recall.
- h. The control panel and field panels shall be software reprogrammable to enable expansion or modification of the system without replacement of hardware or firmware. Examples of required changes are: adding or deleting devices or zones; changing system responses to particular input signals; programming certain input signals to activate auxiliary devices.
- i. Zones for IDC shall be as follows: Zone 1 – Powerhouse Elevator, Zone 2 – Intake Structure Elevator.

1.4.3 Alarm Functions

An alarm condition on a circuit shall automatically initiate the following functions:

- a. Transmission of a signal over the alarm circuit to the annunciator system. The signal shall be common for any device.
- b. Visual indications of the alarmed devices on the fire alarm control panel display.

1.4.4 Primary Power

Operating power shall be provided as required by paragraph Power Supply for the System. Transfer from normal to emergency power or restoration from emergency to normal power shall be fully automatic and not cause transmission of a false alarm. Loss of ac power shall not prevent transmission of a signal via the fire reporting system upon operation of any initiating circuit.

1.4.5 Battery Backup Power

Battery backup power shall be through use of rechargeable, sealed-type storage batteries and battery charger.

1.5 TECHNICAL DATA AND COMPUTER SOFTWARE

Technical data and computer software (meaning technical data which relates to computer software) which is specifically identified in this project, and which may be defined/required in other specifications, shall be delivered, strictly in accordance with the CONTRACT CLAUSES. Data delivered shall be identified by reference to the particular specification paragraph against which it is furnished. Data to be submitted shall include complete system, equipment, and software descriptions. Descriptions shall show how the equipment will operate as a system to meet the performance requirements of this contract. The data package shall also include the following:

- (1) Identification of programmable portions of system equipment and capabilities.
- (2) Description of system revision and expansion capabilities and methods of implementation detailing both equipment and software requirements.
- (3) Provision of operational software data on all modes of programmable portions of the fire alarm and detection system.
- (4) Description of Fire Alarm Control Panel equipment operation.
- (5) Description of auxiliary and remote equipment operations.
- (6) Library of application software.
- (7) Operation and maintenance manuals as specified in SD-10 of the paragraph "Submittals."

1.6 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variation, dirt, dust, and any other contaminants.

PART 2 PRODUCTS

2.1 CONTROL PANEL

Control Panel shall comply with the applicable requirements of UL 864. Panel shall be modular, installed in a surface mounted steel cabinet with hinged door and cylinder lock. Control panel shall be a clean, uncluttered, and orderly assembled panel containing components and equipment required to provide the specified operating and supervisory functions of the system. The panel shall have prominent rigid plastic, phenolic or metal identification plates for LED/LCDs, zones, SLC, controls, meters, fuses, and switches. Nameplates for fuses shall also include ampere rating. The LED/LCD displays shall be located on the exterior of the cabinet door or be visible through the cabinet door. Control panel switches shall be within the locked cabinet. A suitable means (single operation) shall be provided for testing the control panel visual indicating devices (meters or LEDs/LCDs). Meters and LEDs shall be plainly visible when the cabinet door is closed. Signals and LEDs/LCDs shall be provided to indicate by zone any alarm, supervisory or trouble condition on the system. Each IDC shall be powered and supervised so that a signal on one zone does not prevent the receipt of signals from other devices. Loss of power, including batteries, shall not require the manual reloading of a program. Upon restoration of power, startup shall be automatic, and shall not require any manual operation. The loss of primary power or the sequence of applying primary or emergency power shall not affect the transmission of alarm, supervisory or trouble signals. Visual annunciation shall be provided for LED/LCD visual display as an integral part of the control panel and shall identify with a word description and id number each device. Cabinets shall be provided with ample gutter space to allow proper clearance between the cabinet and live parts of the panel equipment. If more than one modular unit is required to form a control panel, the units shall be installed in a single cabinet large enough to accommodate units. Cabinets shall be painted red.

2.1.1 Circuit Connections

Circuit conductors entering or leaving the panel shall be connected to screw-type terminals with each conductor and terminal marked for identification.

2.1.2 System Expansion and Modification Capabilities

Any equipment and software needed by qualified technicians to implement future changes to the fire alarm system shall be provided as part of this contract.

2.1.3 Addressable Control Module

The control module shall be capable of operating as a relay (dry contact form C) for interfacing the control panel with other systems, and to initiate elevator fire service. The module shall be UL listed as compatible with the control panel. The indicating device or the external load being controlled shall be configured as a Style Y notification appliance circuits. The system shall be capable of supervising, audible, visual and dry contact circuits. The control module shall have both an input and output address. The supervision shall detect a short on the supervised circuit and shall prevent power from

being applied to the circuit. The control model shall provide address setting means compatible with the control panel's SLC supervision and store an internal identifying code. The control module shall contain an integral LED that flashes each time the control module is polled.

2.1.4 Addressable Initiating Device Circuits Module

The initiating device being monitored shall be configured as a Class B initiating device circuits. The system shall be capable of defining any module as an alarm module and report alarm trouble, loss of polling, or as a supervisory module, and reporting supervisory short, supervisory open or loss of polling. The module shall be UL listed as compatible with the control panel. The monitor module shall provide address setting means compatible with the control panel's SLC supervision and store an internal identifying code. Monitor module shall contain an integral LED that flashes each time the monitor module is polled.

2.2 STORAGE BATTERIES

Storage batteries shall be provided and shall be 24 Vdc sealed, lead-calcium type requiring no additional water. The batteries shall have ample capacity, with primary power disconnected, to operate the fire alarm system for a period of 72 hours. Following this period of battery operation, the batteries shall have ample capacity to operate all components of the system, including all alarm signaling devices in the total alarm mode for a minimum period of 15 minutes. Batteries shall be located at the bottom of the panel. Batteries shall be provided with overcurrent protection in accordance with NFPA 72. Separate battery cabinets shall have a lockable, hinged cover similar to the fire alarm panel. The lock shall be keyed the same as the fire alarm control panel. Cabinets shall be painted to match the fire alarm control panel.

2.3 BATTERY CHARGER

Battery charger shall be completely automatic, 24 Vdc with high/low charging rate, capable of restoring the batteries from full discharge (18 Volts dc) to full charge within 48 hours. A pilot light indicating when batteries are manually placed on a high rate of charge shall be provided as part of the unit assembly, if a high rate switch is provided. Charger shall be located in control panel cabinet or in a separate battery cabinet.

2.4 FIRE DETECTING DEVICES

2.4.1 Smoke Detectors

Smoke detectors shall be designed for detection of abnormal smoke densities. Smoke detectors shall be photoelectric type. Detectors shall contain a visible indicator LED/LCD that shows when the unit is in alarm condition. Detectors shall not be adversely affected by vibration or pressure. Detectors shall be the plug-in type in which the detector base contains terminals for making wiring connections. Detectors that are to be installed in concealed (above false ceilings, etc.) locations shall be provided with a remote indicator LED/LCD suitable for mounting in a finished, visible location.

2.4.1.1 Photoelectric Detectors

Detectors shall operate on a light scattering concept using an LED light source. Failure of the LED shall not cause an alarm condition. Detectors shall be factory set for sensitivity and shall require no field adjustments of any kind. Detectors shall have an obscuration rating in accordance with UL 268. Addressable smoke detectors shall be capable of having the sensitivity being remotely adjusted by the control panel.

2.4.1.2 Duct Detectors

Duct-mounted photoelectric smoke detectors shall be furnished and installed where indicated and in accordance with NFPA 90A. Units shall consist of a smoke detector as specified in paragraph Photoelectric Detectors, mounted in a special housing fitted with duct sampling tubes. Detector circuitry shall be mounted in a metallic enclosure exterior to the duct. Detectors shall have a manual reset. Detectors shall be rated for air velocities that include air flows between 500 and 4000 fpm. Detectors shall be powered from the fire alarm panel. Sampling tubes shall run the full width of the duct. The duct detector package shall conform to the requirements of NFPA 90A, UL 268A, and shall be UL listed for use in air-handling systems. The control functions, operation, reset, and bypass shall be controlled from the fire alarm control panel. Lights to indicate the operation and alarm condition; and the test and reset buttons shall be visible and accessible with the unit installed and the cover in place. Detectors mounted above 6 feet and those mounted below 6 feet that cannot be easily accessed while standing on the floor, shall be provided with a remote detector indicator panel containing test and reset switches. Remote lamps and switches as well as the affected fan units shall be properly identified in etched plastic placards. Detectors shall have auxiliary contacts to provide control, interlock, and shutdown functions specified in Section 15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM. The detectors shall be supplied by the fire alarm system manufacturer to ensure complete system compatibility.

2.5 FIRE DETECTION AND ALARM SYSTEM PERIPHERAL EQUIPMENT

2.5.1 Conduit

Conduit and fittings shall comply with NFPA 70, UL 6, UL 1242, and UL 797.

2.5.2 Wiring

Wiring shall conform to NFPA 70. Wiring for 120 Vac power shall be No. 12 AWG minimum. The SLC wiring shall be copper cable in accordance with the manufacturer's requirements. Wiring for fire alarm dc circuits shall be No. 16 AWG minimum. Voltages shall not be mixed in any junction box, housing, or device, except those containing power supplies and control relays. Wiring shall conform to NFPA 70. System field wiring shall be solid copper and installed in metallic conduit or electrical metallic tubing, except that rigid plastic conduit may be used under slab-on-grade. Conductors shall be color coded. Conductors used for the same functions shall be similarly color coded. Wiring code color shall remain uniform throughout the circuit. Pigtail or T-tap connections to initiating device circuits, supervisory alarm circuits, and notification appliance circuits are prohibited. T-tapping using screw terminal blocks is allowed for style 5 addressable systems.

2.5.3 Insulation

Unless otherwise indicated, or required by NFPA 70, smoke detector wiring shall have plenum rated insulation. All other circuits shall have Type XHHW insulation, conforming to UL 44 with a minimum insulation thickness of 45 mil.

2.5.4 Special Tools and Spare Parts

Software, connecting cables and proprietary equipment, necessary for the maintenance, testing, and reprogramming of the equipment shall be furnished to the Contracting Officer. Two spare fuses of each type and size required shall be furnished. Two percent of the total number of each different type of detector, but no less than two each, shall be furnished. Spare fuses shall be mounted in the fire alarm panel.

PART 3 EXECUTION

3.1 INSTALLATION

All work shall be installed as shown, and in accordance with NFPA 70 and NFPA 72, and in accordance with the manufacturer's diagrams and recommendations, unless otherwise specified. Smoke detectors shall not be installed until construction is essentially complete and the building has been thoroughly cleaned.

3.1.1 Power Supply for the System

A single dedicated circuit connection for supplying power from a branch circuit to each building fire alarm system shall be provided. The power shall be supplied as shown on the drawings. The power supply shall be equipped with a locking mechanism and marked in red with the words "FIRE ALARM CIRCUIT CONTROL".

3.1.2 Wiring

Conduit size for wiring shall be in accordance with NFPA 70. Wiring for the fire alarm system shall not be installed in conduits, junction boxes, or outlet boxes with conductors of lighting and power systems. Not more than two conductors shall be installed under any device screw terminal. The wires under the screw terminal shall be straight when placed under the terminal then clamped in place under the screw terminal. The wires shall be broken and not twisted around the terminal. Circuit conductors entering or leaving any mounting box, outlet box enclosure, or cabinet shall be connected to screw terminals with each terminal and conductor marked in accordance with the wiring diagram. Connections and splices shall be made using screw terminal blocks. The use of wire nut type connectors in the system is prohibited. Wiring within any control equipment shall be readily accessible without removing any component parts. The fire alarm equipment manufacturer's representative shall be present for the connection of wiring to the control panel.

3.1.3 Control Panel

The control panel and its assorted components shall be mounted so that no part of the enclosing cabinet is less than 12 inches nor more than 78 inches above the finished floor. Manually operable controls shall be between 36 and 42 inches above the finished floor. Panel shall be installed to comply with the requirements of UL 864.

3.1.4 Detectors

Detectors shall be located and installed in accordance with NFPA 72. Detectors shall be connected into signal line circuits or initiating device circuits as indicated on the drawings. Detectors shall be at least 12 inches from any part of any lighting fixture. Detectors shall be located at least 3 feet from diffusers of air handling systems. Each detector shall be provided with appropriate mounting hardware as required by its mounting location. Detectors which mount in open space shall be mounted directly to the end of the stubbed down rigid conduit drop. Conduit drops shall be firmly secured to minimize detector sway. Where length of conduit drop from ceiling or wall surface exceeds 3 feet, sway bracing shall be provided.

3.2 OVERVOLTAGE AND SURGE PROTECTION

3.2.1 Power Line Surge Protection

All equipment connected to alternating current circuits shall be protected from surges per IEEE C62.41 B3 combination waveform and NFPA 70. Fuses shall not be used for surge protection. The surge protector shall be rated for a maximum let thru voltage of 350 Volts ac (line-to-neutral) and 350 Volt ac (neutral-to-ground).

3.3 GROUNDING

Grounding shall be provided by connecting to building ground system.

3.4 TESTING

The Contractor shall notify the Contracting Officer at least 10 days before the preliminary and acceptance tests are to be conducted. The tests shall be performed in accordance with the approved test procedures in the presence of the Contracting Officer. The control panel manufacturer's representative shall be present to supervise tests. The Contractor shall furnish instruments and personnel required for the tests.

3.4.1 Preliminary Tests

Upon completion of the installation, the system shall be subjected to functional and operational performance tests including tests of each installed initiating and notification appliance, when required. Tests shall include the meggering of system conductors to determine that the system is free from grounded, shorted, or open circuits. The megger test shall be conducted prior to the installation of fire alarm equipment. If deficiencies are found, corrections shall be made and the system shall be retested to assure that it is functional. After completing the preliminary testing the Contractor shall complete and submit the NFPA 72, Certificate of Completion.

3.4.2 Acceptance Test

Acceptance testing shall not be performed until the Contractor has completed and submitted the Certificate of Completion. Testing shall be in accordance with NFPA 72. The recommended tests in NFPA 72 shall be considered mandatory and shall verify that previous deficiencies have been corrected. The Contractor shall complete and submit the NFPA 72, Inspection and Testing Form. The test shall include all requirements of NFPA 72 and the following:

- a. Test of each function of the control panel.
- b. Test of each circuit in both trouble and normal modes.
- c. Tests of each alarm initiating devices in both normal and trouble conditions.
- d. Tests of the battery charger and batteries.
- e. Complete operational tests under emergency power supply.
- f. Visual inspection of wiring connections.
- g. Opening the circuit at each alarm initiating device to test the wiring supervisory feature.
- h. Ground fault
- i. Short circuit faults
- j. Stray voltage
- k. Loop resistance

3.5 TRAINING

The Contractor shall conduct a training course for the operating and maintenance staff as designated by the Contracting Officer. The training requirements are specified in Section 01820 DEMONSTRATION AND TRAINING.

END OF SECTION

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SECTION 14220

TRACTION ELEVATOR MODERNIZATION

PART 1 GENERAL

1.1 WORK INCLUDED

Two traction elevators as follows:

- a. Two geared passenger elevators. Cars designated as "Intake" and "Powerhouse".
- b. All engineering, equipment, labor and permits required to satisfactorily complete elevator modernization as required by contract documents.
- c. Cartage and Hoisting: All required staging, hoisting and movement to, on and from the site including new equipment, reused equipment or dismantling and removal of existing equipment.
- d. Unless specifically identified as "Reuse," "Retain," or "Refurbish," provide new equipment.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|--|
| ANSI C80.1 | (1990) Rigid Steel Conduit – Zinc Coated |
| ANSI A117.1 | (1998) Specifications for Making Buildings and Facilities Accessible by Handicapped People |

ASTM INTERNATIONAL (ASTM)

- | | |
|-------------------|---|
| ASTM A 36/36M | (2000a) Carbon Structural Steel |
| ASTM A 167 | (1999) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip |
| ASTM A 366/A 366M | (1997e1) Steel, Sheet, Carbon, Cold-Rolled, Commercial Quality |
| ASTM A568/A 568M | (1998e1) Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled |
| ASTM A 569/A 569M | (1998) Commercial Steel (CS) Sheet and Strip, Carbon (0.15 Maximum Percent), Hot-Rolled |

ASTM B 209	(1999) Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B 221	(1999) Aluminum and Aluminum Extruded Bars, Rods, Wire, Profiles and Tubes
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials
AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)	
ASME A17.1c	(1999) Safety Code for Elevators and Escalators
ASME A17.2.1b	(1998) Inspector's Manual for Electric Elevators
ASME A17.3a	(2000) Safety Code for Existing Elevators and Escalators
AMERICAN WELDING SOCIETY (AWS)	
AWS D1.1	(1994) Structural Welding Code, Steel, Section 5
AMERICANS WITH DISABILITIES ACT (ADA)	
ADA Appendix B	(1992) ADA Accessibility Guidelines
INSTITUTE OF ELECTRICAL & ELECTRONICS ENGINEERS (IEEE)	
IEEE 446	(1995) Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications IEEE Orange Book
NATIONAL ELECTRIC MANUFACTURER'S ASSOCIATION (NEMA)	
NEMA ICS-1	(1988; Rev 1 & 2) General Standards for Industrial Controls and Systems.
NEMA ICS-2	(1988) Standards for Industrial Control Devices, Controllers and Assemblies.
NEMA LD3.1	(1995) High-Pressure Decorative Laminates
NEMA OCS-6	(1988) Enclosures for Industrial Controls and Systems.
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
NFPA 70	(1999) National Electrical Code
UNDERWRITERS LABORATORIES (UL)	
UL 268	(1989) Fire Protective Signaling Systems for Smoke Detectors

1.3 DEFINITIONS

1.3.1 Terminology

Terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1, which is hereinafter referred to as the "Code."

1.3.2 Application of References to an Equipment Item

Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the work.

1.4 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Elevator system; (G)

Manufacturer's layout drawings shall be submitted for approval before delivery of materials and equipment. They shall contain enough detailed information to determine the equipment conforms with the requirements and not less than the following:

- a. Layout drawing depicting location and arrangement of machinery and controls in machine room and elevator.
- b. Drawings for Contractor-furnished equipment and items including doors, operators, controllers, selectors. Provide a complete layout of hoistway in plan and elevation.
- c. Complete information on control system, including schematic diagrams and layout drawings for the controller, operating panel and hallway call stations.

SD-03 Product Data

Elevator system; (G)

Manufacturer's data shall be submitted for approval before delivery of materials and equipment. They shall contain enough detailed information to determine the equipment conforms with the requirements and not less than the following:

- a. A complete list of equipment and material, including illustrations, schedules, manufacturer's descriptive data and technical literature, performance charts, catalog cuts, installation instructions, brochures, diagrams, and other information required for fabrication and installation of the equipment. Catalog cuts for Contractor-furnished equipment and items including doors, operators, controllers, and selectors.

Spare Parts Data (G)

After approval of the shop drawings, and not later than 3 months prior to the date of beneficial occupancy, the Contractor shall furnish spare parts data for each different item of material and equipment specified. The data shall include a complete list of parts and supplies, with current unit prices and sources of supply, and a list of the parts recommended by the manufacturer to be replaced and replacement intervals in months or years as required.

Posted Operating Instructions (G)

Diagrams, instructions, and other sheets, proposed for posting.

SD-04 Samples

Finishes; G.

Where a choice of finish is required and are not indicated, submit manufacturer's standard colors and patterns, textures and finishes for selection.

SD-07 Certificates

Welders Certification and Qualifications (G)

Two copies of welder's certification and qualifications shall be furnished prior to commencing work, paragraph 1.6.3.

Reused Equipment Repair Plan (G)

Two copies of a reused equipment repair plan must be submitted and approved for all reused equipment-requiring repair prior to commencing the repairs, paragraph 2.1.3.

SD-10 Operation and Maintenance Data

Elevator System; (G)

The Contractor shall furnish the six complete sets of operating and maintenance data for each elevator. Operating portion shall be bound separately from maintenance portion. Explain in detail any components or methods peculiar to a particular system. Furnish one complete set for each elevator prior to the time equipment tests are performed.

Formatting of Instructions

Provide a table of contents. Insert tab sheets to identify discrete subjects. Instruction sheets shall be legible and easily understood with large sheets of drawings folded in; complete in all respects for all equipment, controls, accessories, and appurtenances stipulated. Include as a minimum the following:

- a. System layout showing machinery and controls.

- b. Internal and interconnecting wiring and control diagrams with data to explain detailed operation and control of each component.
- c. A written control sequence describing start-up, operation, and shutdown shall include a list showing step-by-step operation of the specific relays and contain a ladder control schematic to aid in the understanding and troubleshooting of each system.
- d. Installation instructions.
- e. Safety precautions, trouble-shooting diagrams and illustration.
- f. Test procedures.
- g. Performance data.
- h. Parts list, with manufacturer's names and catalog numbers.
- i. Preventive maintenance schedule.
- j. Service organization with name, address and telephone number.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver material in Manufacturer's original, unopened protective packaging. Store material in original protective packaging. Prevent soiling, physical damage or moisture damage. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

1.6 QUALITY ASSURANCE

1.6.1 Installers Qualifications

The elevator installation contractor shall:

- a. Be a State of Washington registered elevator contractor.
- b. Have been in business a minimum of 5 years.
- c. Maintain a local service office within 200 miles of the site.
- d. Have a minimum of 3 service technicians employed in the local service office.

1.6.2 Control Manufacturers Qualifications:

The control manufacturer shall:

- a. Have been in business a minimum of 10 years.

- b. Provide non-proprietary controls.
- c. Provide the majority of its controls to second party installers.
- d. Provide technical support via telephone and modem to third party maintainers of the equipment.

1.6.3 Welders' Requirements

Comply with AWS D1.1, Section 5. Include certified copies of welders' qualifications. List welders' names with corresponding code marks to identify each welder's welding work.

1.7 WARRANTY

Material and workmanship shall comply in every respect with contract documents and the general warranty provisions of the contract.

1.7.1 Definition of Defective

Defective is defined to include, but not limited to; operation or control system failures, system or individual car performance below required minimum, excessive wear or unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, or similar unsatisfactory conditions.

1.7.2 Retained Equipment

All retained equipment and reinstalled in the work shall be covered under the general warranty provisions of the contract. No prorations of equipment or parts shall be allowed during the warranty period.

1.7.3 Replenishment of Spare Parts

During general warranty period any Contract required spare parts used by the Contractor in maintenance, repair or correction of defective parts or equipment shall be replaced.

1.8 PROJECT/SITE CONDITIONS

1.8.1 Conformance to Existing Facility

Government will not pay for change to building structure, structural supports, mechanical, electrical or other systems required to accommodate Contractor's equipment.

1.9 PERMIT AND INSPECTION

1.9.1 State Certification

Obtain and pay for State of Washington Labor and Industries inspection and permit for elevator upgrade work.

1.9.2 Independent Consultant

Modified elevator and all tests shall be certified by an independent consultant (as a part of the CQC team in accordance with Section 01451 CONTRACTOR QUALITY CONTROL) that all Work is in accordance with procedure described in ASME A17.1 Inspectors' Manual for Elevators and Escalators.

1.10 POSTED OPERATING INSTRUCTIONS

1.10.1 Wiring Diagrams

The Contractor shall provide wiring diagrams, showing electrical connections, functions and sequence of operation of apparatus connected with the elevator, both in the machine room and the hoistway. Diagrams shall be provided in quadruplicate for each elevator at time of final inspection and acceptance. One set shall be plastic -or glass-covered, framed and mounted in each machine room. The other sets shall be delivered to the Contracting Officer.

1.10.2 Lubricating Chart

One plastic - or glass-covered, framed lubricating chart shall be mounted as directed in each elevator machine room. This chart shall identify lubricants, lubrication points, and required frequency of application.

1.11 KEYS

Furnish eight sets of neatly tagged keys for each unique cylinder or switch and control features. Provide keys with brass or fiberglass tags marked "PROPERTY OF THE U.S. GOVERNMENT" on one side with function of key or approved code number on the other side.

1.12 MAINTENANCE MATERIALS

Concurrent with completion of the final elevator modernization, the Contractor shall furnish the following items of expendable parts used for routine maintenance. The items shall be stocked in the parts cabinet supplied under this contract and each part shall be identified corresponding to the standard parts listing.

- a. One set starter contact and coils.
- b. Two resistors of each type installed.
- c. One set hanger sheaves for car and hoistway doors.
- d. Two relays and relay bases of each type installed.
- e. Twenty-four lamps of each type installed.
- f. Car and hall buttons with identical graphics installed; six for manufacturer's standard buttons, one of each type for special buttons.

- g. Twelve fuses of each type installed.
- h. One set motor brushes of each type installed.
- i. Any other parts required for prompt replacement.
- j. Lubricants and cleaners of all types used for maintenance.
- k. One spare control board of each type installed.
- l. One door operator motor of each type used.
- m. Transformers of each type installed.
- n. Two complete door interlocks.
- o. Parts for door protective devices.
- p. Minor materials and supplies, including those that are incidental to the job, for which the total adjusted cost of any one material line item shown on the material estimate is \$10.00 or less. Examples are contacts, shunts, spring, insulators, tamper resistant screws, and door gibs. Furnish one of each such item or a quantity of each item not to exceed \$10.00, whichever is more.

PART 2 PRODUCTS

2.0 GENERAL REQUIREMENTS

Products shall conform to the following requirements. Unless specifically identified as "retain existing," provide new equipment.

2.1 SUMMARY

Unless specifically identified as "retain existing," provide new equipment.

2.1.1 Passenger Elevator - Intake

<u>INTAKE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
NUMBER:	INTAKE	RETAIN EXISTING
CAPACITY:	2500 LBS. CLASS A LOADING.	RETAIN EXISTING
SPEED:	300 F.P.M.	RETAIN EXISTING

<u>INTAKE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
ROPING:	1:1	RETAIN EXISTING
OPERATIONAL CONTROL:	SELECTIVE COLLECTIVE	SELECTIVE COLLECTIVE, MICROPROCESSOR BASED SYSTEM NON-PROPRIETARY
MOTOR CONTROL:	VARIABLE VOLTAGE DC MOTOR GENERATOR	DC VARIABLE VOLTAGE SCR DRIVE MICROPROCESSOR BASED WITH DIGITAL CLOSED-LOOP FEEDBACK AND AUTOMATIC STOPPING
POWER CHARACTERISTICS:	FIELD VERIFY	RETAIN EXISTING, FIELD VERIFY
STOPS:	5	RETAIN EXISTING
OPENINGS:	5	RETAIN EXISTING
FLOORS SERVED:	810, 910, 948, 960, 970	RETAIN EXISTING
TRAVEL:	160'-0"	RETAIN EXISTING FIELD VERIFY
PLATFORM SIZE:	7'-0" WIDE X 5'-0" DEEP	RETAIN EXISTING
MINIMUM INSIDE CLEAR SIZE:	6'-9" WIDE X 4'-3" DEEP	RETAIN EXISTING
ENTRANCE SIZE:	3'-6" WIDE X 7'-0" HIGH	RETAIN EXISTING
ENTRANCE TYPE:	SINGLE SPEED, CENTER OPENING	RETAIN EXISTING
DOOR OPERATION:	POWER	HIGH-SPEED, HEAVY-DUTY, MASTER DOOR OPERATOR, MINIMUM OPENING SPEED 2.5 FPS
DOOR PROTECTION:	MECHANICAL SAFETY EDGE	INFRARED, FULL SCREEN DEVICE, WITH DIFFERENTIAL TIMING AND NUDGING AND INTERRUPTED BEAM TIME
MACHINE:	GEARED	RETAIN EXISTING

<u>INTAKE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
MACHINE LOCATION:	OVERHEAD	RETAIN EXISTING
SAFETY:		RETAIN EXISTING
GUIDE RAILS:	PLANED STEEL TEES	PLANED STEEL TEES. RETAIN EXISTING. REINFORCE TO MEET SEISMIC REQUIREMENTS
BUFFERS:	OIL	RETAIN EXISTING
COMPENSATION:	WIRE ROPE WITH PIT GUIDE SHEAVE	RETAIN EXISTING. REPLACE ROPES.
CAR ENCLOSURE:		RETAIN EXISTING CAR SHELL AND PROVIDE NEW INTERIOR FINISHES AS SPECIFIED
SIGNALS:		VANDAL RESISTANT
REGISTRATION LIGHTS:		SINGLE HALL PUSHBUTTON RISER
		SINGLE CAR OPERATING PANEL
		VANDAL-RESISTANT CAR AND CORRIDOR PUSHBUTTONS
POSITION INDICATOR:		CAR DIGITAL WITH DIRECTION ARROWS
IN CAR LANTERNS:		BOTH CAR ENTRANCE COLUMNS WITH ADJUSTABLE ELECTRONIC CHIME OR TONE. SOUND TWICE FOR DOWN DIRECTION. PROVIDE VANDAL-RESISTANT ASSEMBLIES
HALL CAR POSITION INDICATOR:		DIGITAL WITH DIRECTION ARROWS AT ALL HALL CALL STATIONS
		PROVIDE VANDAL RESISTANT ASSEMBLIES

<u>INTAKE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
COMMUNICATION SYSTEM:	DIAL TELEPHONE	RETAIN, AND ADD SELF-DIALING, VANDAL RESISTANT, PUSH TO CALL, TWO-WAY COMMUNICATION SYSTEM WITH RECALL, TRACKING AND VOICELESS COMMUNICATION.
ADDITIONAL FEATURES REQUIRED, INTAKE ELEVATOR:		CAR AND COUNTERWEIGHT ROLLER GUIDES AND SEISMIC RETAINERS
		CAR TOP INSPECTION STATION
		FIREFIGHTERS' SERVICE, PRIMARY RETURN TO 810 ELEVATION, ALTERNATE RETURN TO 970 ELEVATION
		DOOR UNLOCKING DEVICES, ALL FLOORS. PROVIDE LOCKING ESCUTCHEON PLUGS
		INDEPENDENT SERVICE FEATURE
		PLATFORM ISOLATION
		LOAD-WEIGHING DEVICE
		TAMPER-RESISTANT FASTENERS FOR SIGNAL FIXTURE FACEPLATES
		MACHINE, POWER CONVERSION UNIT, AND CONTROLLER SOUND ISOLATION
		SEISMIC DEVICES AND OPERATION
		INDIVIDUAL FLOOR LOCKOUT SWITCHES FOR ALL FLOORS. "BEST" LOCKS WITH REMOVABLE CORE
		CCTV PROVISIONS

<u>INTAKE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
		BATTERY PACK EMERGENCY CAR LIGHTING. PROVIDE SEPARATE CONSTANT PRESSURE TEST BUTTON IN CAR SERVICE COMPARTMENT
		SIGNAGE ENGRAVING FILLED WITH BLACK PAINT OR APPROVED ETCHING PROCESS
		SYSTEM DIAGNOSTIC MEANS AND INSTRUCTIONS
		NON-PROPRIETARY APPROVED CONTROL SYSTEM AND DIAGNOSTICS PROVISIONS

2.1.2 Passenger Elevator - Powerhouse

<u>POWERHOUSE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
NUMBER:	POWERHOUSE	RETAIN EXISTING
CAPACITY:	5000 LBS. CLASS A LOADING	RETAIN EXISTING
SPEED:	200 F.P.M.	RETAIN EXISTING
ROPING:	1:1	RETAIN EXISTING
OPERATIONAL CONTROL:	SELECTIVE COLLECTIVE	SELECTIVE COLLECTIVE, MICROPROCESSOR BASED SYSTEM, NON-PROPRIETARY
MOTOR CONTROL:	VARIABLE VOLTAGE, DC MOTOR GENERATOR	DC VARIABLE VOLTAGE SCR DRIVE, MICROPROCESSOR BASED WITH DIGITAL CLOSED-LOOP FEEDBACK AND AUTOMATIC STOPPING
POWER CHARACTERISTICS:	FIELD VERIFY	RETAIN EXISTING, FIELD VERIFY
STOPS:	6	RETAIN EXISTING

<u>POWERHOUSE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
OPENINGS:	6 FRONT, 4 REAR	RETAIN EXISTING
FLOORS SERVED:	763, 785, 798, 810, 827.5, 841; FRONT 785, 810, 827.5, 841; REAR	RETAIN EXISTING
TRAVEL:	78'-0"	RETAIN EXISTING FIELD VERIFY
PLATFORM SIZE:	7'-4" WIDE X 7'-0" DEEP	RETAIN EXISTING
MINIMUM INSIDE CLEAR SIZE:	7'-1" WIDE X 6'-9" DEEP	RETAIN EXISTING
ENTRANCE SIZE:	5'-4" WIDE X 7'-0" HIGH	RETAIN EXISTING
ENTRANCE TYPE:	TWO SPEED, SIDE OPENING	RETAIN EXISTING
DOOR OPERATION:	POWER	HIGH-SPEED, HEAVY-DUTY, MASTER DOOR OPERATOR, MINIMUM OPENING SPEED 2-1/2 F.P.S.
MACHINE:	GEARED	RETAIN EXISTING
MACHINE LOCATION:	OVERHEAD	RETAIN EXISTING
SAFETY:		RETAIN EXISTING
GUIDE RAILS:	PLANED STEEL TEES	PLANED STEEL TEES. RETAIN EXISTING. REINFORCE TO MEET SEISMIC REQUIREMENTS
BUFFERS:	SPRING	RETAIN EXISTING
CAR ENCLOSURE:		RETAIN EXISTING CAR SHELL AND PROVIDE NEW INTERIOR FINISHES AS SPECIFIED
SIGNALS:		VANDAL RESISTANT

<u>POWERHOUSE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
REGISTRATION LIGHTS:		SINGLE HALL PUSHBUTTON RISER
		SINGLE CAR OPERATING PANEL
		VANDAL-RESISTANT CAR AND CORRIDOR PUSHBUTTONS
POSITION INDICATOR:		CAR DIGITAL WITH DIRECTION ARROWS
IN CAR LANTERNS:		BOTH CAR ENTRANCE COLUMNS WITH ADJUSTABLE ELECTRONIC CHIME OR TONE. SOUND TWICE FOR DOWN DIRECTION. PROVIDE VANDAL-RESISTANT ASSEMBLIES
HALL CAR POSITION INDICATOR:		DIGITAL WITH DIRECTION ARROWS AT HALL CALL STATIONS
		PROVIDE VANDAL RESISTANT ASSEMBLIES
COMMUNICATION SYSTEM:	DIAL TELEPHONE	RETAIN AND ADD SELF-DIALING, VANDAL RESISTANT, PUSH TO CALL, TWO-WAY COMMUNICATION SYSTEM WITH RECALL, TRACKING AND VOICELESS COMMUNICATION.
ADDITIONAL FEATURES REQUIRED POWERHOUSE ELEVATOR:		CAR AND COUNTERWEIGHT ROLLER GUIDES AND SEISMIC RETAINERS
		CAR TOP INSPECTION STATION

<u>POWERHOUSE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
		FIREFIGHTERS' SERVICE, PRIMARY RETURN TO 810 ELEVATION FRONT, ALTERNATE RETURN TO 841 ELEVATION REAR
		DOOR UNLOCKING DEVICE AT ALL FLOORS. PROVIDE LOCKING ESCUTCHEON PLUGS
		INDEPENDENT SERVICE FEATURE
		PLATFORM ISOLATION
		LOAD-WEIGHING DEVICE
		TAMPER-RESISTANT FASTENERS FOR SIGNAL FIXTURE FACEPLATES
		MACHINE, POWER CONVERSION UNIT, AND CONTROLLER SOUND ISOLATION
		SEISMIC DEVICES AND OPERATION
		INDIVIDUAL FLOOR LOCKOFF SWITCHES FOR ALL FLOORS. "BEST" LOCKS WITH REMOVABLE CORES.
		CCTV PROVISIONS ALL CARS
		SELECTIVE DOOR OPERATION
		BATTERY PACK EMERGENCY CAR LIGHTING. PROVIDE SEPARATE CONSTANT PRESSURE TEST BUTTON IN CAR SERVICE COMPARTMENT

<u>POWERHOUSE ELEVATOR</u>	<u>EXISTING EQUIPMENT</u>	<u>DISPOSITION</u>
		SIGNAGE ENGRAVING FILLED WITH BLACK PAINT OR APPROVED ETCHING PROCESS
		SYSTEM DIAGNOSTIC MEANS AND INSTRUCTIONS
		NON-PROPRIETARY APPROVED CONTROL SYSTEM AND DIAGNOSTICS PROVISIONS

2.1.3 Retained Equipment

All retained components, parts, and materials shall be cleaned, checked, modified, repaired or replaced, so each component and its parts are in like new operating condition. Retained equipment must be compatible for integration with new systems.

2.1.4 Nameplates

Nameplates shall be secured to each major component of equipment with the manufacturer's name, address, type or style, model or catalog number, and serial number and any other information required by referenced codes and standards.

2.2 MATERIALS

2.2.1 Steel

2.2.1.1 Sheet Steel (Furniture Steel for Exposed Work)

Stretcher-leveled, cold-rolled, commercial-quality carbon steel, complying with ASTM A 366, matte finish.

2.2.1.2 Sheet Steel (for Unexposed Work)

Hot-rolled, commercial-quality carbon steel, pickled and oiled, complying with ASTM A 568 and A 569.

2.2.1.3 Structural Steel Shapes and Plates

ASTM A 36.

2.2.2 Stainless Steel

Type 302 or 304 complying with ASTM A 167, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified, (Federal Standard and NAAMM nomenclature), with texture and reflectivity required to match approved sample. Protect with adhesive-paper covering.

2.2.2.1 No. 4 Finish

Bright directional polish (satin finish). Graining directions as shown or, if not shown, in longest dimension.

2.2.2.2 Textures

2WL as manufactured by Rigidized Metals or 5-SM as manufactured by Rimex Metals or approved equal with 0.050 inches mean pattern depth with bright directional polish (satin finish).

2.2.2.3 Pattern

Non-directional, random swirl pattern.

2.2.3 Aluminum

Extrusions shall conform to ASTM B 221; sheet and plate shall conform to ASTM B 209.

2.2.4 Fixtures

Provide Adams "Survivor Plus," EPCO vandal-resistant, or Innovation Industries' "The Brute", or approved equal.

2.2.4.1 Button Face

The button face shall be constructed of stainless steel with a shoulder that stops against the fixture faceplate or stainless steel feriles. Feriles if used shall have a shoulder that stops against the fixture faceplate. The gap between the push button and adjacent surface shall be minimized to resist jaming with objects such as brads, paper clips, or matchsticks.

2.2.4.2 Light Indicators

Light indicators on buttons or lanterns shall be 1/8 inch nominal diameter injected plastic. The design shall resist being punched through the fixture by blows from tools, umbrellas, or similar abuse.

2.2.5 Plastic Laminate

ASTM E84 Class A and NEMA LD3.1, Fire Rated Grade (GP-50), Type 7, 0.050 inch \pm 0.005 inch thick, color and texture as follows

2.2.5.1 Exposed Surfaces

Color and texture selected by Contracting Officer.

2.2.5.2 Concealed Surfaces

Manufacturer's standard color and finish.

2.2.6 Fire Retardant Treated Particle Board Panels

Minimum 3/4 inch thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with local authorities for elevator finish materials.

2.2.7 Paint

Clean all metal parts and assemblies of oil, grease, scale and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

2.2.8 Prime Finish

Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

2.2.9 Baked Enamel Finish

Prime finish per 2.2.8 above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.

2.3 CAR PERFORMANCE

Design Requirements:

- a. Speed: $\pm 3\%$ of contract speed under any loading condition.
- b. Capacity: Safely lower, stop and hold up to 125% of rated load.
- c. Stopping Accuracy: $\pm 1/4$ inch under any loading condition.
- d. Door Opening Time: Seconds from start of opening to fully open:
 - (1) Intake Elevator: 1.7 seconds.
 - (2) Powerhouse Elevator: 3.8 seconds.
- e. Door Closing Time: Seconds from start of closing to fully closed:

- (1) Intake Elevator: 2.4 seconds.
 - (2) Powerhouse Elevator: 6.8 seconds.
- f. Floor-to-Floor Performance Time: Seconds from start of doors closing until doors are 3/4 open (1/2 open for side opening doors) and car in stopping zone at next successive floor under any loading condition or travel direction (12 feet –0 inches typical floor height):
- (1) Intake Elevator: 9.8 seconds.
 - (2) Powerhouse Elevator: 14.6 seconds.

2.4 OPERATION

2.4.1 Selective Collective, Microprocessor Based

Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel in order floors are reached.

- a. Do not reverse car direction until all car calls have been answered or until all hall calls ahead of car and corresponding to direction of car travel have been answered.
- b. Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in same manner. Hold car at arrival floor an adjustable time interval to allow passenger transfer.
- c. Answer calls corresponding to travel direction of car unless call in opposite direction is highest or lowest call registered.
- d. Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

2.4.2 Control System

- a. Non-proprietary microprocessor-based car and motion control systems.

2.4.3 Other Items

- a. Load Weighing: Provide means for weighing car passenger load. Design control system to provide dispatching at main floor in advance of normal intervals when car fills to capacity. Provide hall call by-pass when the car is filled to preset percentage of rated capacity and traveling in down direction. (Field adjustment range: 10% to 100 %.)
- b. Anti-Nuisance Feature: If car loading relative to weight is not commensurate with registered car calls, cancel car calls. Systems employing either load weighing or door protective device for activation of this feature are acceptable.

- c. Independent Service: Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button. Open doors automatically upon arrival at selected floor.

2.4.4 Firefighters' Service

- a. Provide equipment and operation in accordance with code requirements.
- b. Intake elevator primary return to 810 elevation, alternate return to 970 elevation.
- c. Power house elevator primary return to 810 elevation front, alternate return to elevation 841 rear (control room).

2.4.5 Automatic Stopping Zone

Stop car within 1/4 inch above or below the landing sill. Avoid overtravel/undertravel, and maintain stopping accuracy regardless of load in car, direction of travel, rope slippage or stretch.

2.4.6 Motion Control

Microprocessor based DC, variable -voltage, with digitally encoded closed-loop velocity feedback suitable for operation specified and capable of providing smooth, comfortable car acceleration, retardation and dynamic braking. Limit the difference in car speed between full load and no load to not more than $\pm 3\%$ of the contract speed.

2.4.7 Door Operation

For the Powerhouse elevator, provide selective door operation, front and rear. Automatically open door when car arrives at main floor whether car call has been registered or not. Reopen doors when car is designated for loading.

2.4.8 Security System

Provide means to limit access to each building floor as follows:

- a. Individual floor lockout means in the car operating panel to prevent registration of car calls to any selected secure floor. Lockout cylinders shall be "Best" removable core or as approved.
- b. Arrange system so that independent service operation will override security system.
- c. Arrange system so that Firefighters' service will override security system.

2.4.9 Card/Proximity Reader Security System:

Provide provisions inside all cars for reader unit. Unit will be furnished and installed by others. Provide a filler plate to match slot size and car return panel finish including direction of graining for future installation of the unit.

2.5 MACHINE ROOM EQUIPMENT

2.5.1 Arrangement

Arrange equipment in existing Machine Room spaces.

2.5.2 Geared Traction Hoist Machine: Reuse existing.

- a. Restore, clean and paint to function and appear in like new condition.
- b. Drain, flush and provide new gear lubricant.
- c. Provide supplemental rope and sheave guards as required for seismic retention.
- d. Retrofit new direct drive, digital, closed-loop velocity encoder on hoist machine.
- e. Provide drip pans to collect lubricant seepage.
- f. Remove armatures and fields. Clean, dip, bake and reinstall.
- g. Provide new commutator brushes.
- h. Disassemble brakes, replace pins, reline shoes, lubricate and reassemble, with new bearings.

2.5.3 Solid State Power Conversion and Regulation Unit

- a. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Conform to IEEE 446 for line harmonics and switching noise.
- b. Isolate unit to minimize noise and vibration transmission. Provide isolation transformers, filter networks, and choke inductors.
- c. Suppress solid-state converter noises, radio frequency interference, and eliminate regenerative voltage transients induced into the mainline feeders or the standby power generator.

2.5.4 Encoder

Direct drive, solid-state, optical, digital type. Update car position at each floor and automatically restore after power loss.

2.5.5 Controller

UL/CSA labeled.

2.5.5.1 Compartment

Mount all assemblies, power supplies, chassis switches, relays, etc., on a self-supporting steel frame. Completely enclose equipment with covers. Provide vent slots or cooling fans to prevent overheating as required by component manufacturer.

- a. Relay Design: Magnet operated with renewable contacts or plug in style.
- b. Microprocessor-Related Hardware
 - (1) Provide built-in noise-suppression devices which provide a high level of noise immunity on all solid-state hardware and devices, meeting FCC guidelines.
 - (2) Provide power supplies with noise-suppression devices.
 - (3) Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
 - (4) Design control circuits so that one side of power supply is grounded.
 - (5) Safety circuits shall not be affected by accidental grounding of any part of the system.
 - (6) System shall automatically restart when power is restored.
 - (7) System memory shall be retained in the event of power failure or disturbance.
 - (8) Equipment shall operate properly with a 500 KHZ to 1300 MHZ radio frequency signal, transmitted at a power level of not less than 100 watts effective radiated power (ERP) at a distance of 3 feet.
 - (9) Equipment shall be provided with electro magnetic interference (EMI) shielding within FCC guidelines.
- b. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
- c. Marking: Permanently mark components (relays, fuses, PC board, etc.) with symbols shown on wiring diagrams.
- d. Auxiliary Disconnect: Provide controller or machine mounted auxiliary, lockable "off" disconnect if mainline disconnect not in sight of controller and machine.

2.5.6 Sleeves and Guards

2-inch steel angle guards around cable or duct slots through floor slabs or grating. Provide rope and smoke guards for sheaves, cables, and cable slots in machine room.

2.5.7 Machine and Equipment Support Beams

Reuse existing in place. Provide all required supplemental supports and attachments required.

- a. Provide additional bearing plates, anchors, shelf angles, blocking, embedments, etc., for support and fastening of machine beams or equipment to the building structure to prevent seismic displacement.
- b. Isolate machine and overhead sheave beams to eliminate noise and vibration transmission to building structure.

2.5.8 Governor

Centrifugal-type, car driven, with pull-through jaws and bi-directional electrical shutdown switches. Provide required auxiliary supports for attachment to building structure.

2.5.9 Vibration Isolation

All elevator equipment provided under this contract, including power conversion unit, controller and their support, shall be mechanically isolated from the building structure and from electrically induced vibration to minimize the possibility of objectionable noise and vibrations being transmitted to the car, building structure or occupied areas of the building.

2.5.10 Sound Isolation

- a. Noise level relating to elevator equipment and its operation shall not exceed 80 dBA in the machine room.
- b. All dBA readings to be taken three feet off the floor and 3 feet from the equipment and shall be performed in the presence of the Contracting Officer's Representative.

2.6 HOISTWAY EQUIPMENT

2.6.1 Guide Rails

Reuse main and counterweight guide rails in place.

- a. Clean rails and brackets. Remove rust.
- b. Check all rail and bracket fastenings and tighten.
- c. Provide supplemental rail brackets and/or backing as required by ASME A17.1 Chapter 24 for Seismic Zone 2.
- d. Weld brackets to inserts where slotted inserts are installed to prevent seismic displacement.

2.6.2 Buffers, Car and Counterweight

Reuse existing.

- a. Drain, flush, refill, clean and lubricate piston, and test.
- b. Rebuild as required to function as new and paint.
- c. Scrape and paint pit channels.

2.6.3 Sheaves

Reuse existing.

- a. Check all fastenings and tighten.
- b. Replace bearings.
- c. Regroove if groove depth is not uniform or if groove shape does not meet rope manufacturer's specification.

2.6.4 Governor and Encoder Pit-tensioning Sheave

Mount sheave and frame on pit support member or guide rail. Provide with guides or pivot point to enable free vertical movement and proper tension of cable/tape.

2.6.5 Compensation

Retain existing.

2.6.6 Counterweight

Reuse existing. Retrofit new roller guide shoe assemblies, top and bottom. Minimum 3-inch diameter roller.

2.6.7 Counterweight Guard

Metal guard in pit.

2.6.8 Hoist Compensation and Governor Ropes

- a. 8 x 19 or 8 x 25 Seak construction, traction steel type. Fasten with staggered length, adjustable, spring isolated shackles.
- b. Governor rope to meet or exceed manufacturer's original design specification.
- c. Compensation rope to meet or exceed manufacturer's original design specification.

2.6.9 Terminal Stopping

Provide normal and final limiting devices.

2.6.10 Electrical Wiring and Wiring Connections

2.6.10.1 Conductors and Connections

Copper throughout with individual wires coded and connections on identified studs or terminal blocks. Use no splices or similar connections in wiring except at terminal blocks, control compartments, junction boxes, or condulets. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual elevator controllers in the machine room. Provide four pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room.

2.6.10.2 Conduit

Painted or galvanized steel conduit and duct. Conduit size, 1/2 inch minimum. Flexible conduit not to exceed 36 inches in length. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.

2.6.10.3 Traveling Cables

Type ET flame and moisture-resistant outer cover. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway. The cable shall be capable of bending 360 degrees with an inside radius of 1 foot without any permanent set or cracking of the outer covering. The open loop shall show no tendency to twist upon itself. Traveling cables with non-metallic fillers shall be suspended by looping cable around supports. Shields and pads shall be provided as necessary to prevent chafing. The loop in the traveling cables shall be not less than 2 feet unless otherwise approved. For each of the traveling cables and the corresponding groups of conductors connecting these cables to the control, signal, and car operating panels, provide at least 10% spare conductors, but not less than 2 spare conductors of the same size and type. Each traveling cable conductor shall have a distinctive color-coded outer covering for identification. Terminal blocks shall have indelible identification numbers for each terminal connection.

2.6.10.4 Auxiliary wiring

Connect smoke sensors, emergency telephone system, and intercom, and announcement and/or background music in each car controller in machine room.

2.6.11 Entrance Equipment

2.6.11.1 Door Hangers

Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.

2.6.11.2 Door Tracks

Bar or formed, cold-drawn removable steel tracks with smooth roller contact surface.

2.6.11.3 Door Interlocks

Operable without retiring cam. Paint interlocks flat black.

2.6.11.4 Door Closers

Spring, spirator or jamb/strut mounted counterweight type. Design and adjust to insure the smooth quiet mechanical close of doors.

2.6.12 Floor Numbers

Stencil paint 4 inch high floor designations in contrasting color on inside face of hoistway doors at each landing and adjacent to the leading edge of the door.

2.7 HOISTWAY ENTRANCES

2.7.1 Frames

Retain existing.

2.7.2 Floor Designation Plates

Permanently attach three digit Arabic floor designation plates, centerline at 60 inches above finished floor on both side jambs. Provide main egress landing plates with "Star" designation. For designated emergency car provide rear mounted "Star of Life" designation plate at height of 78 inches – 84 inches above finished floor on both side jambs. Braille indications shall be below Arabic floor designation.

2.7.3 Door Panels

Retain typical existing. Provide new door gibs with fire tabs at all floors. Minimum two gibs per panel, one at the leading edge, and one at the trailing edge of each panel. Replace the door panels at the Powerhouse level 810, rear.

2.7.4 Sight Guards

Provide new at all floors. 14-gauge, same material and finish as hoistway entrance door panels. Construct without sharp edges.

2.7.5 Sills

Retain existing. Clean and polish. Check and tighten all fastenings.

2.7.6 Sill Supports

Retain existing. Check and tighten all fastenings.

2.7.7 Fascia, Toe Guards and Hanger Covers

14-gauge furniture steel with rust-inhibiting enamel finish. Provide fascia, toe guards and hanger covers for all entrances where not currently provided.

2.7.8 Struts and Headers

Retain existing. Check and tighten all fastenings.

2.8 CAR EQUIPMENT

2.8.1 Frame

Retain Existing. Check and tighten all fastenings.

2.8.2 Safety Device

Retain existing. Check and tighten all fastenings.

2.8.3 Platform

Retain existing. Check and tighten all fastenings.

2.8.4 Guide Shoes

Roller type with three or more spring dampened, sound-deadening rollers per shoe. Minimum roller diameter 5 inches.

2.8.5 Finish Floor Covering

Rubber tile 1/8 inch thick with 1 inch diameter by 0.025 thick, raised circular pattern. Color selected by Contracting Officer.

2.8.6 Sills

Retain existing. Clean and polish.

2.8.7 Toe Guard

Retain existing. Check and tighten all fastenings. Replace missing or damaged sections.

2.8.8 Doors

Retain existing. Retrofit dual gibs, one at trailing edge and one at leading edge of each panel. Clad with brushed stainless steel.

2.8.9 Door Hangers

Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.

2.8.10 Door Track

Bar or formed, cold drawn removable steel track with smooth roller contact surface.

2.8.11 Door Header

Construct of minimum 12 gauge steel, shape to provide stiffening flanges.

2.8.12 Door Electrical Contact

Prohibit car operation unless car door is closed within tolerance allowed by Code.

2.8.13 Door Clutch

Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation. Design clutch so car doors can be closed, while hoistway doors remain open.

2.8.14 Restricted Opening Device

Restrict opening of car doors outside the unlocking zone.

2.8.15 Door Operator

High-speed, heavy-duty, master door operator capable of opening doors at no less than 2-1/2 f.p.s. Accomplish reversal in no more than 2-1/2 inches of door movement. Open doors automatically when car arrives at a floor.

2.8.15.1 Acceptable open-loop door operators:

- a. M.O.H. by G.A.L.
- b. OVL-HP by Otis Elevator Company
- c. HPM SSC by Moline Accessories Company
- d. HD91 by Thyssen Krupp Elevator Company
- e. Model 1000 by Elevator Components Incorporated

2.8.16 Door Control Devices

2.8.16.1 Infrared Reopening Device

Black, fully enclosed device. Full screen infrared matrix or multiple beams extending vertically along edge of each leading door panel to minimum height of 7 feet-0 inches above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation. Include discreet beams at 5 inches and 29 inches above floor for ADA compliance. If device fails, provide for automatic shutdown of car at floor level with doors open.

2.8.16.1.1 Acceptable Infrared Reopening Devices

- a. Microlite by Dover Corporation
- b. Microscan II by T.L. Jones
- c. PanaEighty by Janus Products
- d. The Edge by KONE
- f. Elite Model EZE-R3 by Tri-Tronics Company, Inc.
- g. Smart Edge by Innovation Industries
- h. Enhanced Lambda by Otis Elevator Company

2.8.16.2 Nudging Operation

After beams of door control device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), warning signal shall sound and doors shall attempt to close with a maximum of 2.5 foot pounds kinetic energy. Activation of the door open button shall override the nudging operation and re-open the doors.

2.8.16.3 Interrupted Beam Time

When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0-1.5 seconds after beams are reestablished.

2.8.17 Differential Door Time

Provide separately adjustable timers to vary time that doors remain open after stopping in response to calls.

2.8.17.1 Car Call

Hold open time adjustable between 3.0 and 5.0 seconds.

2.8.17.2 Corridor Call

Hold open time adjustable between 5.0 and 8.0 seconds. Use corridor call time when car responds to coincidental calls.

2.8.18 Car Operating Panel

2.8.18.1 General

One car operating panel with faceplate, consisting of a metal box containing the operating vandal resistant fixtures, mounted behind the car enclosure stationary return panel. Faceplate shall be hinged and constructed of brushed stainless steel. Provide cover plate of sufficient size to cover existing car return cutout. Suitably identify vandal resistant assemblies including floor buttons, alarm button, door open button, door close button and emergency stop switch with tactile symbols engraved in relief. Provide plates per A.D.A. Standards. Locate operating controls no higher than 48 inches above the car floor; no lower than 35 inches for stop switch and alarm button.

2.8.18.2 Basic Features

a. Provide minimum 3/4 inch diameter raised or flush floor pushbuttons which illuminate with LED illumination to indicate call registration. Include 5/8 inch high designation of the floors served on face of button.

b. Provide alarm button at bottom of car operating panel to ring bell located on car and sound distress signal at control panel. Illuminate button when actuated.

c. Provide keyed stop switch with markings to show "run" and "stop." Locate in panel faceplate. Arrange switch to sound main control panel distress signal when actuated.

d. Provide door open button to stop and reopen closing doors or hold doors in open position. Button operable only while car is stopped at a floor regardless of special operational features, except firefighters' service.

e. Provide door close button to activate door close cycle. Cycle shall not begin until normal door dwell time for a car call has expired; except firefighters' service.

f. Provide firefighters' Phase II key switch with engraved instructions, text per local requirement. Include light jewel, buzzer and call cancel button.

g. Include the following controls with function and operating positions identified by engraved signage painted black:

- (1) Inspection switch.
- (2) Light switch.
- (3) 3-speed exhaust blower switch.
- (4) Independent service switch.

- (5) Constant pressure test button for battery pack emergency lighting.
- (6) 120-volt, AC, GFCI protected electrical convenience outlet.
- (7) Stop switch.

h. Door Hold Open Button: Provide button to extend normal door hold open period up to 30 seconds. Cancel extended time by registration of destination car call or actuation of door close button.

2.8.18.3 Signage

Provide black paint filled, engraved or approved etched signage, size and style as approved by Contracting Officer as follows:

- a. Phase II firefighters' operating instructions on main operating panel above corresponding keyswitch.
- b. Car identification, "Intake" or "Powerhouse", on main car operating panel.
- c. Car capacity in pounds on main car operating panel door.

2.8.19 Car Top Control Station

Per Code. Mount to provide utilization while standing in an upright position.

2.8.20 Work Light and Duplex Plug Receptacle

GFCI protected outlet top of car. Include on-off switch and grounded metal lamp guard.

2.8.21 Communication System

"Push to Call," two-way communication instrument in car with automatic dialing, tracking and recall features with shielded wiring to car controller in machine room controller. Provide dialer with automatic roll over capability with minimum two numbers.

- a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match floor pushbutton design. Provide uppercase "Push to Call," "Flashing Light-Call Received" engraved signage Sans Serif or simple Serif type.
- b. Provide "Push to Call" button tactile symbol engraved signage and Braille adjacent to button. Locate in car operating panel.
- c. Provide telephone compatible with the existing system and allow connecting the existing instrument as an extension to the system, allowing dialing to locations other than programmed in the automatic dialer.

2.9 CAR ENCLOSURE

2.9.1 Passenger/Service Elevator

Retain existing car shell. Remove existing interior finishes, weigh removed finishes and document. Provide new interior finishes as specified and/or detailed on the drawings. Verify weight of new interior finishes does not exceed weight of removed finishes by more than Code allowable. Modify shell for application of new signal and pushbutton fixtures.

- a. Provide a rigidized stainless steel wainscot with top elevation 3 inches above the height of handrails.
- b. Provide 1-1/2 inches diameter stainless steel handrails on each wall. Provide returned ends where adjacent to entrance strike jambs.
- c. Clad doors with stainless steel No. 4 finish.
- d. Sand smooth and repaint ceiling, light troughs, return panels and walls above the wainscot.
- e. Provide card display frame with polycarbonate window. Size to cover abandoned telephone box.
- f. Replace existing exhaust fan motors.

2.10 HALL CONTROL STATIONS

2.10.1 Pushbuttons

Provide one riser with surface mounted fixtures. Include pushbuttons for each direction of travel which illuminate with LED illumination to indicate call registration. Include approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency situation as part of faceplate. Pushbutton design shall match car operating panel pushbuttons. Provide vandal resistant pushbutton and light assemblies. Provide enlarged faceplate to cover existing wall blockout and facilitate handicapped access requirements. Include LED car position and direction indicator in each hall station. Contractor to provide any cutting and patching required. Patch behind existing pushbutton boxes.

2.10.2 Hoistway Door Unlocking Device

Provide unlocking device with lockable escutcheon in door panel at all floors.

2.10.3 Faceplate Material and Finish

No. 4 finish stainless steel.

2.10.4 Firefighters' Key Box

Surface mounted box with lockable hinged cover. Engrave instructions for use on cover per local Fire Authority requirements.

2.11 SIGNALS

2.11.1 Car Direction Lantern

Provide flush mounted car lantern in both car front and rear entrance columns. Illuminate appropriate direction arrow, minimum 2-1/2 inches, and sound electronic tone to indicate intended car direction as doors open. Sound tone once for up direction, twice for down direction. Sound level shall be adjustable from 0 - 80 dBA measured at 5 feet-0 inches from in front of hall pushbutton. Provide adjustable car door dwell time to comply with ADA requirements relative to corridor call notification time. Provide vandal resistant lantern and light assemblies consisting of series of dots or lines for maximum visibility.

2.11.2 Car Position Indicator

Clad existing transom; paint to match adjacent surface.

2.11.3 Car Position Indicator

Alpha-numeric digital type. Locate fixture in each car operating panel. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway. Illuminate proper direction arrow to indicate direction of travel. Use 2-inch segmented LED or vacuum-fluorescent type units. Provide fixture with enlarged cover plate to cover existing car transom cutout.

2.11.4 Faceplate Material and Finish

No. 4 finish stainless steel.

2.11.5 Voice Synthesizer

Provide electronic device with easily re-programmable message and switchable male/female voice to announce car direction, floor, emergency exiting instructions, etc.

2.12 MACHINE ROOM DISPLAY PANEL

2.1.2.1 Machine Room Display Unit

Provide elevators with a machine room color VGA. As a minimum, the VGA shall display the following functions:

- a. On/off means to place car in or out of service. When placed in "off" position, return cars nonstop to designated floor and park with doors open.
- b. Car operating in normal/standby power.
- c. Car position and direction of travel.
- d. Car calls.

- e. Hall calls.
- f. Operating mode.
- g. Door status.
- h. Delayed car.
- i. Load weigh and by-pass.
- j. Car in/out of service.
- k. Seismic operation.
- l. Secured floor control and code entry.

2.13 SEISMIC OPERATIONS AND EQUIPMENT

Provide design, components and operation per governing code. Provide dual counterweight derailment sensing wire(s) vertically each side of counterweight the entire height of travel. The counterweight frame shall be equipped with minimum of four derailment rings. A dual axis seismic switch shall be provided that will activate at no less than 0.15 times gravity in the vertical or horizontal directions. A minimum of one seismic switch shall be provided per single or group of elevators. Counterweight retainer plates must be bolted; welded plates are not acceptable.

2.14 PARTS CABINET

The Contractor shall provide a metal cabinet located in the machine room as approved by the Contracting Officer to store the expendable (spare) parts required for this contract. Nominal cabinet size shall be 36 inches wide by 72 inches high.

PART 3 - EXECUTION

3.1 SITE CONDITION INSPECTION

Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify that no irregularities exist which affect execution of work specified. The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and submit a letter describing the results of this verification including discrepancies to the Contracting Officer and manufacturer. Do not proceed with installation until work in place conforms to project requirements.

3.2 INSTALLATION

Install all equipment in accordance with manufacturer's instructions, referenced codes, specification and approved submittals.

3.2.1 Maintainability and Operability

Installation details shall provide for the following functional requirements:

- a. Install machine room equipment with clearances in accordance with referenced codes and specification.
- b. Install all equipment so it may be easily removed for maintenance and repair.
- c. Install all equipment to afford maximum accessibility, safety and continuity of operation.

3.2.2 Equipment Finish

Remove oil, grease, scale, and other foreign matter from the following equipment, and apply one coat of field-applied machinery enamel:

- a. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
- b. Machine room equipment, hoistway equipment including guide rails, guide rail brackets and pit equipment.
- c. Neatly touch up damaged factory-painted surfaces with original paint and color. Protect machine-finish surfaces against corrosion.

3.2.3 Rail Tolerance

Install rails plumb and align vertically with tolerance of 1/16 inch in 100 feet-0 inches. Secure joints without gaps and file any irregularities to a smooth surface.

3.3 ADJUSTMENTS

After installation is complete, and during the 90 days prior to acceptance tests for each elevator, the Contractor shall test and adjust the equipment to achieve proper operation. Such testing and adjusting shall be in accordance with the applicable provision of ASME A17.1. This Work shall include lubricating, static balance car to equalize pressure of guide shoes on guide rails, adjusting motors, power conversion unit, brake, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks and safety devices to achieve required performance levels and cleaning of equipment.

3.3.1 During Warranty Period

Regular adjustments to the elevator(s) shall be performed during the warranty period by competent and trained elevator mechanics during regular working hours of regular working days and shall include adjusting, lubricating, and cleaning of equipment. The Contractor shall furnish required supplies and parts except those parts required because of misuse, accident, or negligence not caused by the Contractor.

3.3.2 Emergency Callback Service

The Contractor shall furnish special adjustments to correct the trouble that develops between regular adjustments. Service shall be available during regular working hours, 7 days per week, during the general warranty period, with a next day response time.

3.4 TESTING

Testing shall be in accordance with the requirements of ASME A17.1 and ASME A17.2.1 and as specified below. The Contractor shall furnish all test instruments and material required for final inspection. If any deficiencies are revealed during any test, such deficiencies shall be corrected and the tests reconducted. All costs associated with retesting shall be borne by the Contractor. Test procedure is subject to requirements of Section 01501 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS, paragraph 1.20 "Government Witnessing And Scheduling of Testing."

3.4.1 Test Period

Each elevator shall be tested for a period of 1 hour of continuous run with specified rated load in the car. During the test run, the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor. A manual test of the final limits (up and down overtravel) shall also be performed.

3.4.2 Speed Load Tests

The actual speed of the elevator car in both directions of travel shall be determined with the rated load and with no load in the elevator car. The actual measured elevator car speed with the rated load in the up direction shall be within 5 percent of rated speed.

3.4.3 Car Leveling Tests

Elevator cars' leveling devices shall be tested in both directions of travel for accuracy of landing at all floors with no load in the car, a symmetrical load in the car, and with the rated load in the car.

3.4.4 Brake Test

The brake test shall be conducted with the rated load in the car. Brakes shall stop and hold the car with the rated load.

3.4.5 Insulation Resistance Tests

The complete wiring systems of the elevator shall be free of short circuits and grounds. Conductors shall have an insulation resistance of not less than 1 megohm between each conductor and ground and between each conductor and all other conductors.

3.4.6 Temperature Rise Tests

Temperature rise tests of the hoistway motor, motor drive, exciter, and booster shall be conducted during the full-load test run for a minimum of 1 hour. Under these conditions, the temperature rise of the equipment shall not exceed 50 degrees C above 40 degrees C ambient temperature. Test shall be started when all parts of equipment are within 5 degrees C of the ambient temperature.

3.4.7 Sound Isolation

Measurement shall be “A” scale, “slow.” The test shall be conducted in the presence of the Contracting Officer’s Representative.

3.4.8 Overall Performance Review

An independent consultant (as a part of the CQC team) shall participate in the testing and will prepare a written list of observed deficiencies of materials, equipment and operating systems and deliver same to Contractor for corrective action. Consultant’s review shall include as a minimum, the following:

- a. Workmanship and equipment comply with specification.
- b. Contract speed, capacity, floor-to-floor, and door performance comply with specification.
- c. Performance of following are satisfactory:
 1. Starting, accelerating, running
 2. Decelerating, stopping accuracy
 3. Door operation and closing force
 4. Equipment noise levels
 5. Signal fixture utility
 6. Overall ride quality
 7. Performance of door control devices
 8. Operation of Phase I and II Firefighters' Operations
 9. Operation of Standby Power transfer
 10. Operations of special security operation and floor lock-off provisions.

3.5 FINAL CLEANING

Elevator hoistways and all equipment therein including car, car enclosure, entrances, operating and signal fixtures shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar

drippings, extraneous construction materials, dirt and dust. Include walls, sill ledges and hoistway divider beams.

Care shall be taken by workpersons not to mark, soil or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.

Clean down surfaces and areas which require final painting and finishing work. Cleaning includes the removal of rubbish, broom cleaning of floors, the removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces that will remain visible after the work is complete.

3.6 FIELD TRAINING

The Contractor shall conduct a training course for the operating and maintenance staff as designated by the Contracting Officer. The training requirements are specified in Section 01820 DEMONSTRATION AND TRAINING.

END OF SECTION

SECTION 15070

SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT

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.

ENGINEERING TECHNICAL INSTRUCTIONS AND ENERGY SAVINGS ANALYSIS

TI 809-04 (1998) Seismic Design for Buildings

SHEET METAL & AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

SMACNA Seismic Restraint Mnl (1998) Seismic Restraint Manual Guidelines for Mechanical Systems

1.2 SYSTEM DESCRIPTION

1.2.1 General Requirements

The requirements for seismic protection measures described in this section shall be applied to the mechanical equipment and systems listed below. Structural requirements shall be in accordance with Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

1.2.2 Mechanical Equipment

Mechanical equipment to be seismically protected shall include the following items to the extent required on the drawings or in other sections of these specifications:

- Air and Refrigerant Compressors
- Refrigerant Piping
- Air Handling Units
- Ducts

1.2.3 Mechanical Systems

The following mechanical systems shall be installed as required on the drawings and other sections of these specifications and shall be seismically protected in accordance with this specification:

- All Piping
- All duct work

1.2.4 Contractor Designed Bracing

The Contractor shall design the bracing in accordance with TI 809-04 and additional data furnished by the Contracting Officer. Resistance to lateral forces induced by earthquakes shall be accomplished without consideration of friction resulting from gravity loads. TI 809-04 uses parameters for the building, not for the equipment in the building; therefore, corresponding adjustments to the formulas shall be required. Loadings determined using TI 809-04 are based on strength design; therefore, the AISC LRFD Specifications shall be used for the design. The bracing for the following mechanical equipment and systems shall be developed by the Contractor:

1.2.5 Items Not Covered By This Section

1.2.5.1 Items Requiring No Seismic Restraints

Seismic restraints are not required for the following items:

- a. All other piping less than 2-1/2 inches inside diameter.
- b. Rectangular air handling ducts less than 6 square feet in cross sectional area.
- c. Round air-handling ducts less than 28 inches in diameter.
- d. Piping suspended by individual hangers 12 inches or less in length from the top of pipe to the bottom of the supporting structural member where the hanger is attached, except as noted below.
- e. Ducts suspended by hangers 12 inches or less in length from the top of the duct to the bottom of the supporting structural member, except as noted below.

In exemptions d. and e. all hangers shall meet the length requirements. If the length requirement is exceeded by one hanger in the run, the entire run shall be braced. Interior piping and ducts not listed above shall be seismically protected in accordance with the provisions of this specification.

1.3 EQUIPMENT REQUIREMENTS

1.3.1 Rigidly Mounted Equipment

The following specific items of equipment: RAHU, AHU to be furnished under this contract shall be constructed and assembled to withstand the seismic forces specified in TI 809-04, Chapter 10. Each item of rigid equipment shall be entirely located and rigidly attached on one side only of a building expansion joint. Piping, duct, electrical conduit, etc., which cross the expansion joint shall be provided with flexible joints that are capable of accommodating displacements equal to the full width of the joint in both orthogonal directions.

Air-Handling Units

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Coupling and Bracing; G
Equipment Requirements, RAHU, AHU; G.

Copies of the design calculations with the detail drawings. Calculations shall be stamped by a registered engineer and shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

Contractor Designed Bracing, Duct Work; G.

Copies of the design calculations with the drawings. Calculations shall be approved, certified, stamped and signed by a registered Professional Engineer. Calculations shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

PART 2 PRODUCTS

2.1 SWAY BRACING MATERIALS

Sway bracing materials (e.g. rods, plates, rope, angles, etc.) shall be as specified in Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

PART 3 EXECUTION

3.1 COUPLING AND BRACING

Coupling installation shall conform to the details shown on the drawings. Provisions of this paragraph apply to all piping within a 5 foot line around outside of building unless buried in the ground. Piping grouped for support on trapeze-type hangers shall be braced at the same intervals as determined by the smallest diameter pipe of the group. Bracing rigidly attached to pipe flanges, or similar, shall not be used where it would interfere with thermal expansion of piping.

3.2 PIPE SLEEVES

Pipe sleeves in interior non-fire rated walls shall be sized as indicated on the drawings to provide clearances that will permit differential movement of piping without the piping striking the pipe sleeve. Pipe sleeves in fire rated walls shall have firestopping supplied that matches entry of wall.

3.3 SPREADERS

Spreaders shall be provided between adjacent piping runs to prevent contact during seismic activity whenever pipe or insulated pipe surfaces are less than 4 inches apart. Spreaders shall be applied at same interval as sway braces at an equal distance between the sway braces. If rack type hangers are used where the pipes are restrained from contact by mounting to the rack, spreaders are not required for pipes mounted in the rack. Spreaders shall be applied to surface of bare pipe and over insulation on insulated pipes utilizing high-density inserts and pipe protection shields in accordance with the requirements of Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.4 SWAY BRACES FOR DUCTS

3.4.1 Braced Ducts

Bracing details and spacing for rectangular and round ducts shall be in accordance with SMACNA Seismic Restraint Mnl. However, the design seismic loadings for these items shall not be less than loadings obtained using the procedures in TI 809-04.

3.4.2 Unbraced Ducts

Hangers for unbraced ducts shall be attached to the duct within 2 inches of the top of the duct with a minimum of two #10 sheet metal screws in accordance with SMACNA Seismic Restraint Mnl. Unbraced ducts shall be installed with a 6 inch minimum clearance to vertical ceiling hanger wires.

END OF SECTION

SECTION 15080

THERMAL INSULATION FOR MECHANICAL SYSTEMS

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. At the discretion of the Government, the manufacturer of any material supplied will be required to furnish test reports pertaining to any of the tests necessary to assure compliance with the standard or standards referenced in this specification.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 167	(1999) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM A 580/A 580M	(1998) Stainless Steel Wire
ASTM C 518	(1998) Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
ASTM C 534	(1999) Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
ASTM C 552	(1991) Cellular Glass Thermal Insulation
ASTM C 591	(1994) Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation
ASTM C 612	(1993) Mineral Fiber Block and Board Thermal Insulation
ASTM C 647	(1995) Properties and Tests of Mastics and Coating Finishes for Thermal Insulation
ASTM C 665	(1998) Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing
ASTM C 795	(1998e1) Thermal Insulation for Use in Contact With Austenitic Stainless Steel
ASTM C 916	(1985; R 1996e1) Adhesives for Duct Thermal Insulation
ASTM C 920	(1998) Elastomeric Joint Sealants

ASTM C 921	(1989; R 1996) Determining the Properties of Jacketing Materials for Thermal Insulation
ASTM C 1126	(1998) Faced or Unfaced Rigid Cellular Phenolic Thermal Insulation
ASTM C 1136	(1995) Flexible, Low Permeance Vapor Retarders for Thermal Insulation
ASTM C 1290	(1995) Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials
ASTM E 96	(1995) Water Vapor Transmission of Materials

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-69	(1996) Pipe Hangers and Supports - Selection and Application
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MIDWEST INSULATION CONTRACTORS ASSOCIATION (MICA)

MICA Insulation Stds	(1993) National Commercial & Industrial Insulation Standards
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1.2 SYSTEM DESCRIPTION

Field-applied insulation and accessories on mechanical systems shall be as specified herein; factory-applied insulation is specified under the duct or equipment to be insulated. Insulation of heat distribution systems and chilled water systems outside of buildings shall be as specified in.

1.3 GENERAL QUALITY CONTROL

1.3.1 Standard Products

Materials shall be the standard products of manufacturers regularly engaged in the manufacture of such products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.3.2 Installer's Qualifications

Qualified installers shall have successfully completed three or more similar type jobs within the last 5 years.

1.3.3 Surface Burning Characteristics

Unless otherwise specified, insulation not covered with a jacket shall have a flame spread index no higher than 75 and a smoke developed index no higher than 150. Insulation systems which are located in air plenums, in ceiling spaces, and in attic spaces shall have a flame spread index no higher than 25 and a smoke developed index no higher than 50. Insulation materials located exterior to the building perimeter are not required to be fire-rated. Flame spread and smoke developed indexes shall be determined by ASTM E 84. Insulation shall be tested in the same density and installed thickness as the material to be used in the actual construction. Material supplied by a manufacturer with a jacket shall be tested as a composite material. Jackets, facings, and adhesives shall have a flame spread index no higher than 25 and a smoke developed index no higher than 50 when tested in accordance with ASTM E 84.

1.3.4 Identification of Materials

Packages or standard containers of insulation, jacket material, cements, adhesives, and coatings delivered for use, and samples required for approval shall have manufacturer's stamp or label attached giving the name of the manufacturer and brand, and a description of the material.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

None required.

1.5 STORAGE

Materials shall be delivered in the manufacturer's unopened containers. Materials delivered and placed in storage shall be provided with protection from weather, humidity, dirt, dust and other contaminants. Insulation material and supplies that become dirty, dusty, wet, or otherwise contaminated may be rejected by the Contracting Officer.

PART 2 PRODUCTS

2.1 GENERAL MATERIALS

Materials shall be compatible and shall not contribute to corrosion, soften, or otherwise attack surfaces to which applied in either the wet or dry state. Materials to be used on stainless steel surfaces shall meet ASTM C 795 requirements. Materials shall be asbestos free and conform to the following:

2.1.1 Adhesives

2.1.1.1 Acoustical Lining Insulation Adhesive

Adhesive shall be a nonflammable, fire-resistant adhesive conforming to ASTM C 916, Type I.

2.1.1.2 Mineral Fiber Insulation Cement

Cement shall be in accordance with ASTM C 195.

2.1.1.3 Lagging Adhesive

Lagging is the material used for thermal insulation, especially around a cylindrical object. This may include the insulation as well as the cloth/material covering the insulation. Lagging adhesives shall be nonflammable and fire-resistant and shall have a flame spread rating no higher than 25 and a smoke developed rating no higher than 50 when tested in accordance with ASTM E 84. Adhesive shall be pigmented white and be suitable for bonding fibrous glass cloth to faced and unfaced fibrous glass insulation board; for bonding cotton brattice cloth to faced and unfaced fibrous glass insulation board; for sealing edges of and bonding fibrous glass tape to joints of fibrous glass board; for bonding lagging cloth to thermal insulation; or for attaching fibrous glass insulation to metal surfaces. Lagging adhesives shall be applied in strict accordance with the manufacturer's recommendations.

2.1.2 Contact Adhesive

Adhesive may be dispersed in a nonhalogenated organic solvent or, dispersed in a nonflammable organic solvent which shall not have a fire point below 200 degrees F. The adhesive shall not adversely affect, initially or in service, the insulation to which it is applied, nor shall it cause any corrosive effect on metal to which it is applied. Any solvent dispersing medium or volatile component of the adhesive shall have no objectionable odor and shall not contain any benzene or carbon tetrachloride. The dried adhesive shall not emit nauseous, irritating, or toxic volatile matters or aerosols when the adhesive is heated to any temperature up to 212 degrees F. The adhesive shall be nonflammable and fire resistant.

2.1.3 Caulking

ASTM C 920, Type S, Grade NS, Class 25, Use A.

2.1.4 Corner Angles

Nominal 0.016 inch aluminum 1 x 1 inch with factory applied kraft backing. Aluminum shall be ASTM B 209, Alloy 3003, 3105, or 5005.

2.1.5 Finishing Cement

Mineral fiber hydraulic-setting thermal insulating cement ASTM C 449/C 449M. All cements that may come in contact with Austenitic stainless steel must include testing per ASTM C 795.

2.1.6 Fibrous Glass Cloth and Glass Tape

Fibrous glass cloth and glass tape shall have flame spread and smoke developed ratings of no greater than 25/50 when measured in accordance with ASTM E 84. Tape shall be 4 inch wide rolls.

2.1.7 Staples

Outward clinching type ASTM A 167, Type 304 or 316 stainless steel.

2.1.8 Jackets

ASTM C 921, Type I, maximum moisture vapor transmission 0.02 perms, (measured before factory application or installation), minimum puncture resistance 50 Beach units on all surfaces. Minimum tensile strength, 35 pound/inch width. ASTM C 921, Type II, minimum puncture resistance 25 Beach units, tensile strength minimum 20 pound/inchwidth. Jackets used on insulation exposed in finished areas shall have white finish suitable for painting without sizing. Based on the application, insulation materials which require factory applied jackets are mineral fiber, cellular glass, and phenolic foam. All non-metallic jackets shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with ASTM E 84.

2.1.8.1 White Vapor Retarder All Service Jacket (ASJ)

For use on hot/cold pipes, ducts, or equipment vapor retarder jackets used on insulation exposed in finished areas shall have white finish suitable for painting without sizing.

2.1.8.2 Polyvinyl Chloride (PVC) Jackets

Polyvinyl chloride (PVC) jacket and fitting covers shall have high impact strength, UV resistant rating or treatment and moderate chemical resistance with minimum thickness 0.030 inch.

2.1.9 Vapor Retarder Coating

The vapor retarder coating shall be fire and water resistant and appropriately selected for either outdoor or indoor service. Color shall be white. The water vapor permeance of the compound shall be determined according to procedure B of ASTM E 96 utilizing apparatus described in ASTM E 96. The coating shall be a nonflammable, fire resistant type. All other application and service properties shall be in accordance with ASTM C 647.

2.1.9.1 Vapor Retarder Required

ASTM C 1136, Type I, maximum moisture vapor transmission 0.02 perms, minimum puncture resistance 50 Beach units on all surfaces except concealed ductwork, where Type II, maximum moisture vapor transmission 0.02 perms, a minimum puncture resistance of 25 Beach units is acceptable.

2.1.9.2 Vapor Retarder Not Required

ASTM C 1136, Type III, maximum moisture vapor transmission 0.10 perms, minimum puncture resistance 50 Beach units on all surfaces except ductwork, where Type IV, maximum moisture vapor transmission 0.10, a minimum puncture resistance of 25 Beach units is acceptable.

2.1.10 Wire

Soft annealed ASTM A 580/A 580M Type 302, 304 or 316 stainless steel, 16 or 18 gauge.

2.2 DUCT INSULATION MATERIALS

Duct insulation materials shall be limited to those listed herein and shall meet the following requirements:

2.2.1 Cellular Glass

ASTM C 552, Type I.

2.2.2 Phenolic Foam

ASTM C 1126 Type II, shall comply with ASTM C 795.

2.2.3 Flexible Cellular

ASTM C 534 Type II.

2.2.4 Polyisocyanurate

ASTM C 591, Type 1. Supply the insulation with manufacturer's recommended factory applied jacket.

2.3 EQUIPMENT INSULATION MATERIALS

Equipment insulation materials shall be limited to those listed herein and shall meet the following requirements:

2.3.1 Cold Equipment Insulation

For temperatures below 60 degrees F.

2.3.1.1 Cellular Glass

ASTM C 552, Type I, Type III, or Type IV as required.

2.3.1.2 Flexible Cellular Insulation

ASTM C 534, Type II.

2.3.1.3 Phenolic Foam

ASTM C 1126 Type II shall comply with ASTM C 795.

2.3.1.4 Polyisocyanurate Foam

ASTM C 591, Type I. Supply the insulation with manufacturer's factory applied jacket.

2.3.2 Hot Equipment Insulation

For temperatures above 60 degrees F.

2.3.2.1 Rigid Mineral Fiber

ASTM C 612, Type IA, IB, II, III, IV, or V as required for temperature encountered to 1800 degrees F.

2.3.2.2 Calcium Silicate

ASTM C 533, Type I, indoors only, or outdoors above 250 degrees F. Pipe shape may be used on diesel engine exhaust piping and mufflers to 1200 degrees F.

2.3.2.3 Cellular Glass

ASTM C 552, Type I, Type III, or Type IV as required.

2.3.2.4 Flexible Cellular Insulation

ASTM C 534, Type II, to 200 degrees F.

2.3.2.5 Phenolic Foam

ASTM C 1126 Type II to 250 degrees F shall comply with ASTM C 795.

2.3.2.6 Molded Expanded Perlite

ASTM C 610.

2.3.2.7 Polyisocyanurate Foam:

ASTM C 591, Type I. Supply the insulation with manufacturer's recommended factory applied jacket.

PART 3 EXECUTION

3.1 APPLICATION - GENERAL

3.1.1 Installation

Except as otherwise specified, material shall be installed in accordance with the manufacturer's written instructions. Insulation materials shall not be applied until tests specified in other sections of this specification are completed. Material such as rust, scale, dirt and moisture shall be removed from surfaces to receive insulation. Insulation shall be kept clean and dry. Insulation shall not be removed from its shipping containers until the day it is ready to use and shall be returned to like containers or equally protected from dirt and moisture at the end of each workday. Insulation that becomes dirty shall be thoroughly cleaned prior to use. If insulation becomes wet or if cleaning does not restore the surfaces to like new condition, the insulation will be rejected, and shall be immediately removed from the jobsite. Joints shall be staggered on multi layer insulation. Mineral fiber thermal insulating cement shall be mixed with demineralized water when used on stainless steel surfaces. Insulation, jacketing and accessories shall be installed in accordance with MICA Insulation Stds standard plates except where modified herein or on the drawings.

3.1.2 Installation of Flexible Cellular Insulation

Flexible cellular insulation shall be installed with seams and joints sealed with a contact adhesive. Flexible cellular insulation shall not be used on surfaces greater than 200 degrees F. Seams shall be staggered when applying multiple layers of insulation. Insulation exposed to weather and not shown to have jacketing shall be protected with two coats of UV resistant finish as recommended by the manufacturer after the adhesive is dry.

3.1.3 Equipment Which Require Insulation

Insulation is required on all pipes, or equipment, except for omitted items, as specified.

3.2 DUCT INSULATION INSTALLATION

Except for oven hood exhaust duct insulation, corner angles shall be installed on external corners of insulation on ductwork in exposed finished spaces before covering with jacket. Air conditioned spaces shall be defined as those spaces directly supplied with cooled conditioned air (or provided with a cooling device such as a fan-coil unit) and heated conditioned air (or provided with a heating device such as a unit heater, radiator or convector).

3.2.1 Duct Insulation Thickness

Duct insulation thickness shall be in accordance with Table III. Maximum thickness for flexible cellular insulation shall not exceed 25 mm, and maximum thickness for polyisocyanurate foam insulation shall not exceed 40 mm to comply with ASTM E 84 flame spread/smoke developed ratings of 25/50

Table III - Minimum Duct Insulation (inches)

Cold Air Ducts	2.0
Relief Ducts	1.5
Fresh Air Intake Ducts	1.5
Warm Air Ducts	2.0
Relief Ducts	1.5
Fresh Air Intake Ducts	1.5

Maximum thickness for flexible cellular insulation shall not exceed 1 inch and maximum thickness for polyisocyanurate foam insulation shall not exceed 1.5 inch, to comply with ASTM E 84 flame spread/smoke developed ratings of 25/50.

3.3 EQUIPMENT INSULATION INSTALLATION

3.3.1 General

Removable insulation sections shall be provided to cover parts of equipment which must be opened periodically for maintenance including vessel covers, fasteners, flanges and accessories. Equipment insulation shall be omitted on the following:

- a. Handholes.
- b. Cleanouts.
- c. ASME stamps.
- d. Manufacturer's nameplates.

3.3.2 Insulation for Hot Equipment

Insulation shall be furnished on equipment handling media above 60 degrees F including the following:

- a. Water heaters.

3.3.2.1 Insulation

Insulation shall be suitable for the temperature encountered.

Insulation thickness for hot equipment shall be determined using Table IV:

Legend

- RMF: Rigid Mineral Fiber
- FMF: Flexible Mineral Fiber
- CS: Calcium Silicate
- PL: Perlite
- CG: Cellular Glass
- FC: Flexible Cellular
- PF: Phenolic Foam
- PC: Polyisocyanurate Foam

TABLE IV
 Insulation Thickness for Hot Equipment (Inches)

Equipment handling steam or media to indicated pressure or temperature limit:	Material	Thickness
15 psig or 250F	RMF	2.0 inches
	FMF	2.0 inches
	CS/PL	4.0 inches
	CG	3.0 inches
	PF	1.5 inches
	FC (<200F)	1.0 inches
	PC	1.0 inches

3.3.2.2 Other Equipment

- a. Insulation shall be formed or fabricated to fit the equipment. To ensure a tight fit on round equipment, edges shall be beveled and joints shall be tightly butted and staggered.
- b. Insulation shall be secured in place with bands or wires at intervals as recommended by the manufacturer but not greater than 12 inch centers except flexible cellular which shall be adhered. Insulation corners shall be protected under wires and bands with suitable corner angles.
- c. Exposed insulation corners shall be protected with corner angles.
- d. Upon completion of installation of insulation, penetrations shall be caulked. Two coats of adhesive shall be applied over insulation, including removable sections, with a layer of glass cloth embedded between the coats. The total dry thickness of the finish shall be 1/16 inch. Caulking shall be applied to parting line between equipment and removable section insulation.

3.3.3 Equipment Exposed to Weather

3.3.3.1 Installation

Equipment exposed to weather shall be insulated and finished in accordance with the requirements for ducts exposed to weather in paragraph DUCT INSULATION INSTALLATION.

3.3.3.2 Optional Panels

At the option of the Contractor, prefabricated metal insulation panels may be used in lieu of the insulation and finish previously specified. Thermal performance shall be equal to or better than that specified for field applied insulation. Panels shall be the standard catalog product of a manufacturer of metal insulation panels. Fastenings, flashing, and support system shall conform to published recommendations of the manufacturer for weatherproof installation and shall prevent moisture from entering the insulation. Panels shall be designed to accommodate thermal expansion and to support a 250-pound walking load without permanent deformation or permanent damage to the insulation. Exterior metal cover sheet shall be aluminum and exposed fastenings shall be stainless steel or aluminum.

END OF SECTION

SECTION 15653

AIR-CONDITIONING SYSTEM

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.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI 210	(1994) Unitary Air-Conditioning
ARI 270	(1995) Sound Rating of Outdoor Unitary Equipment
ARI 350	(1986) Sound Rating of Non-Ducted Indoor Air-Conditioning Equipment
ARI 410	(1991) Forced-Circulation Air-Cooling and Air-Heating Coils
ARI 500	(1990) Variable Capacity Positive Displacement Refrigerant Compressors and Compressor Units for Air-Conditioning and Heat Pump Applications
ARI 700	(1995; Apx C) Specifications for Fluorocarbon and Other Refrigerants
ARI 710	(1995) Liquid-Line Driers
ARI 720	(1997) Refrigerant Access Valves and Hose Connectors
ARI 750	(1994) Thermostatic Refrigerant Expansion Valves
ARI 760	(1994) Solenoid Valves for Use with Volatile Refrigerants

AIR DIFFUSION COUNCIL (ADC)

ADC 1062:GRD	(1984) Test Codes for Grilles, Registers and Diffusers
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AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

AMCA 500	(1994) Test Methods for Louvers, Dampers and Shutters
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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI S1.13 (1995) Methods for the Measurement of Sound Pressure Levels

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 47 (1999) Ferritic Malleable Iron Castings

ASTM A 48 (1994a) Gray Iron Castings

ASTM A 53 (1999b) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A 106 (1999e1) Seamless Carbon Steel Pipe for High-Temperature Service

ASTM A 123/A 123M (1997ae1) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 153/A 153M (1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 181/A 181M (1995b) Carbon Steel Forgings, for General-Purpose Piping

ASTM A 183 (1983; R 1998) Carbon Steel Track Bolts and Nuts

ASTM A 193/A 193M (1999) Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service

ASTM A 234/A 234M (1999) Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service

ASTM A 307 (1997) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength

ASTM A 334/A 334M (1999) Seamless and Welded Carbon and Alloy-Steel Tubes for Low-Temperature Service

ASTM A 536 (1999e1) Ductile Iron Castings

ASTM A 653/A 653M (1999) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM A 733 (1999) Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples

ASTM B 32 (1996) Solder Metal

ASTM B 62 (1993) Composition Bronze or Ounce Metal Castings

ASTM B 75	(1997) Seamless Copper Tube
ASTM B 88	(1996) Seamless Copper Water Tube
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM B 280	(1998) Seamless Copper Tube for Air Conditioning and Refrigeration Field Service
ASTM B 650	(1995) Electrodeposited Engineering Chromium Coatings of Ferrous Substrates
ASTM B 813	(1993) Liquid and Paste Fluxes for Soldering Applications of Copper and Copper Alloy Tube
ASTM C 67	(1998a) Sampling and Testing Brick and Structural Clay Tile
ASTM C 534	(1999) Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
ASTM C 916	(1985; R 1996el) Adhesives for Duct Thermal Insulation
ASTM C 1071	(1998) Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material)
ASTM D 520	(1984; R 1995el) Zinc Dust Pigment
ASTM D 596	(1991; R 1995) Reporting Results of Analysis of Water
ASTM D 1784	(1999a) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 3308	(1997) PTFE Resin Skived Tape
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials
ASTM E 437	(1997) Industrial Wire Cloth and Screens (Square Opening Series)
ASTM F 104	(1995) Nonmetallic Gasket Materials
ASTM F 872	(1984; R 1990) Filter Units, Air Conditioning: Viscous-Impingement Type, Cleanable

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING
ENGINEERS (ASHRAE)

ASHRAE 15	(1994) Safety Code for Mechanical Refrigeration
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ASHRAE 34 (1997) Number Designation and Safety Classification of Refrigerants

ASHRAE 64 (1995) Methods of Testing Remote Mechanical-Draft Evaporative Refrigerant Condensers

ASME INTERNATIONAL (ASME)

ASME B1.20.1 (1983; R 1992) Pipe Threads, General Purpose (Inch)

ASME B16.5 (1996; B16.5a) Pipe Flanges and Flanged Fittings NPS 1/2 thru NPS 24

ASME B16.9 (1993) Factory-Made Wrought Steel Buttwelding Fittings

ASME B16.11 (1996) Forged Fittings, Socket-Welding and Threaded

ASME B16.21 (1992) Nonmetallic Flat Gaskets for Pipe Flanges

ASME B16.22 (1995; B16.22a1998) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings

ASME B16.26 (1988) Cast Copper Alloy Fittings for Flared Copper Tubes

ASME B16.39 (1998) Malleable Iron Threaded Pipe Unions Classes 150, 250, and 300

ASME B31.1 (1998) Power Piping

ASME B31.5 (1992; B31.5a1994) Refrigeration Piping

ASME B40.1 (1991) Gauges - Pressure Indicating Dial Type - Elastic Element

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C606 (1997) Grooved and Shouldered Joints

AMERICAN WELDING SOCIETY (AWS)

AWS Brazing Hdbk (1991) Brazing Handbook

AWS A5.8 (1992) Filler Metals for Brazing and Braze Welding

AWS D1.1 (1998) Structural Welding Code - Steel

EXPANSION JOINT MANUFACTURERS ASSOCIATION (EJMA)

EJMA Stds (1998; 7th Edition) EJMA Standards

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS
INDUSTRY (MSS)

MSS SP-25 (1998) Standard Marking System for Valves, Fittings,
Flanges and Unions

MSS SP-58 (1993) Pipe Hangers and Supports - Materials, Design and
Manufacture

MSS SP-67 (1995) Butterfly Valves

MSS SP-69 (1996) Pipe Hangers and Supports - Selection and
Application

MSS SP-70 (1998) Cast Iron Gate Valves, Flanged and Threaded Ends

MSS SP-71 (1997) Cast Iron Swing Check Valves, Flanges and Threaded
Ends

MSS SP-72 (1992) Ball Valves with Flanged or Butt-Welding Ends for
General Service

MSS SP-78 (1998) Cast Iron Plug Valves, Flanged and Threaded Ends

MSS SP-80 (1997) Bronze Gate, Globe, Angle and Check Valves

MSS SP-85 (1994) Cast Iron Globe & Angle Valves, Flanged and
Threaded Ends

MSS SP-110 (1996) Ball Valves Threaded, Socket-Welding, Solder Joint,
Grooved and Flared Ends

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250 (1997) Enclosures for Electrical Equipment (1000 Volts
Maximum)

NEMA ICS 6 (1993) Industrial Control and Systems, Enclosures

NEMA MG 1 (1998) Motors and Generators

NEMA MG 2 (1989) Safety Standard for Construction and Guide for
Selection, Installation, and Use of Electric Motors and
Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1999) National Electrical Code
NFPA 90A	(1996) Installation of Air Conditioning and Ventilating Systems
NFPA 255	(1996) Method of Test of Surface Burning Characteristics of Building Materials

SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

SMACNA Install Fire Damp HVAC	(1992) Fire, Smoke and Radiation Damper Installation Guide for HVAC Systems
SMACNA TAB HVAC Sys	(1993) HVAC Systems - Testing, Adjusting and Balancing
SMACNA Leakage Test Mnl	(1985) HVAC Air Duct Leakage Test Manual

UNDERWRITERS LABORATORIES (UL)

UL 181	(1996; Rev Dec 1998) Factory-Made Air Ducts and Air Connectors
UL 207	(1993; Rev thru Oct 1997) Refrigerant-Containing Components and Accessories, Nonelectrical
UL 214	(1997) Tests for Flame-Propagation of Fabrics and Films
UL 484	(1993; Rev thru Feb 1999) Room Air Conditioners
UL 555	(1999) Fire Dampers
UL 586	(1996; Rev thru Aug 99) High-Efficiency, Particulate, Air Filter Units
UL 723	(1996; Rev thru Dec 1998) Test for Surface Burning Characteristics of Building Materials
UL 900	(1994; Rev thru Apr 1997) Test Performance of Air Filter Units
UL 1995	(1995; Rev thru Jul 98) Heating and Cooling Equipment
UL Bld Mat Dir	(1999) Building Materials Directory
UL Elec Const Dir	(1998) Electrical Construction Equipment Directory

UL Fire Resist Dir (1999) Fire Resistance Directory (2 Vol.)

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)

WWPA Grading Rules (1999) Western Lumber Grading Rules 95

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Verification of Dimensions.

A letter, at least 2 weeks prior to beginning construction, including the date the site was visited, conformation of existing conditions, and any discrepancies found.

SD-02 Shop Drawings

- (1) Equipment layouts which identify assembly and installation details.
- (2) Plans and elevations which identify clearances required for maintenance and operation.
- (3) Wiring diagrams which identify each component individually and interconnected or interlocked relationships between components.
- (4) Details, if piping and equipment are to be supported other than as indicated, which include loadings and type of frames, brackets, stanchions, or other supports.
- (5) Automatic temperature control diagrams and control sequences.
- (6) Installation details which includes the amount of factory set superheat and corresponding refrigerant pressure/temperature.

SD-03 Product Data

Air-Conditioning System; RAHU-1, AHU-1

Manufacturer's standard catalog data, prior to the purchase or installation of a particular component, shall be highlighted to show brand name, model number, size, options, performance charts and curves, etc. in sufficient detail to demonstrate compliance with contract requirements. Data shall be submitted for each specified component. Data shall include manufacturer's recommended installation instructions and procedures. If vibration isolation is specified for a unit, vibration isolator literature shall be included containing catalog cuts and certification that the isolation characteristics of the isolators provided meet the manufacturer's recommendations.

SD-08 Manufacturer's Instructions

Framed Instructions.

Framed instructions for posting, at least 2 weeks prior to construction completion.

SD-10 Operation and Maintenance Data

Operation Manual; RAHU-1, AHU-1.

Six complete copies of an operation manual in bound 8-1/2 x 11 inch booklets listing step-by-step procedures required for system startup, operation, and shutdown. The booklets shall include the manufacturer's name, model number, and parts list. The manuals shall include the manufacturer's name, model number, service manual, and a brief description of all equipment and their basic operating features.

SD-11 Closeout Submittals

Tests.

A letter, at least 10 working days in advance of each tests, advising the Contracting Officer of the test. Individual letters shall be submitted for the condenser water system, refrigerant system, ductwork leak tests, cooling tower tests, condenser water quality tests, and the system performance tests. Each letter shall identify the date, time, and location for each test.

1.3 DELIVERY, STORAGE, AND HANDLING

Stored items shall be protected from the weather and contamination. Proper protection and care of all material before, during, and after installation shall be the Contractor's responsibility. Any materials found to be damaged shall be replaced at the Contractor's expense. During installation, piping and similar openings shall be capped to keep out dirt and other foreign matter.

1.4 PROJECT/SITE CONDITIONS

1.4.1 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify dimensions in the field, and advise the Contracting Officer of any discrepancy before performing any work.

1.4.2 Drawings

Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories that may be required. The Contractor shall carefully investigate the plumbing, fire protection, electrical, structural and finish conditions that would affect the work to be performed and arrange such work accordingly, furnishing required offsets, fittings, and accessories to meet such conditions. Equipment, ductwork, and piping arrangements shall fit into space allotted and allow adequate acceptable clearances for installation, replacement, entry, servicing, and maintenance.

PART 2 PRODUCTS

2.1 STANDARD COMMERCIAL PRODUCTS

Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and of similar size. The 2 years experience shall be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements, manufacturer's catalogs, or brochures. Products having less than a 2-year field service record shall be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. Products shall be supported by a service organization. System components shall be environmentally suitable for the indicated locations.

2.2 NAMEPLATES

Major equipment including compressors, condensers, receivers, heat exchanges, fans, cooling towers, pumps and motors shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a plate secured to the item of equipment. Plates shall be durable and legible throughout equipment life and made of anodized aluminum. Plates shall be fixed in prominent locations with nonferrous screws or bolts.

2.3 ELECTRICAL WORK

Electrical equipment, motors, motor efficiencies, and wiring shall be in accordance with Section 16415 ELECTRICAL WORK, INTERIOR. Electrical motor driven equipment specified shall be provided complete with motors, motor starters, and controls. Electrical characteristics shall be as shown, and unless otherwise indicated, all motors of 1 horsepower and above with open, dripproof, totally enclosed, or explosion proof fan cooled enclosures, shall be high efficiency type. Field wiring shall be in accordance with manufacturer's instructions. Each motor shall conform to NEMA MG 1 and NEMA MG 2 and be of sufficient size to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor. Motors shall be continuous duty with the enclosure specified. Motor starters shall be provided complete with thermal overload protection and other appurtenances necessary for the motor control indicated. Motors shall be furnished with a magnetic across-the-line or reduced voltage type starter as required by the manufacturer. Motor duty requirements shall allow for maximum frequency start-stop operation and minimum encountered interval between start and stop. Motors shall be sized for the applicable loads. Motor torque shall be capable of accelerating the connected load within 20 seconds with 80 percent of the rated voltage maintained at motor terminals during one starting period. Motor bearings shall be fitted with grease supply fittings and grease relief to outside of enclosure. Manual or automatic control and protective or signal devices required for the operation specified and any control wiring required for controls and devices specified, but not shown, shall be provided.

2.4 MISCELLANEOUS MATERIALS

2.4.1 Gaskets

Gaskets shall conform to ASTM F 104 - classification for compressed sheet with nitrile binder and acrylic fibers for maximum 700 degrees F service.

2.4.2 Bolts and Nuts

Bolts and nuts, except as required for piping applications, shall be in accordance with ASTM A 307. The bolt head shall be marked to identify the manufacturer and the standard with which the bolt complies in accordance with ASTM A 307.

2.4.3 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

2.4.4 Escutcheons

Escutcheons shall be chromium-plated iron or chromium-plated brass, either one piece or split pattern, held in place by internal spring tension or set screws.

2.4.5 Pressure and Vacuum Gauge

Gauge shall conform to ASME B40.1, Class 1, 2, or 3, Style X, Type I or III as required, 4-1/2 inches in diameter with phenolic or metal case. Each gauge range shall be selected so that at normal operating pressure, the needle is within the middle-third of the range.

2.4.6 Temperature Gauges

Industrial duty thermometers shall be provided for the required temperature range. Thermometers shall have Fahrenheit scale in 2-degree graduations scale on a white face. The pointer shall be adjustable.

2.4.7 Unicellular Plastic Foam

Unicellular plastic foam shall be in accordance with ASTM C 534, Form T, except that D-Factor shall not exceed 0.28 at 75 degrees F mean temperature.

2.4.8 Bird Screen

Screen shall be in accordance with ASTM E 437, Type 1, Class 1, 2 by 2 mesh, 0.063 inch diameter aluminum wire or 0.031 inch diameter stainless steel wire.

2.5 Roof Air Handling Unit – RAHU-1

Factory assembled, single piece, heating and cooling unit. Contained within the enclosure shall be all factory wiring, piping, controls, refrigerant charge (R-22), and special features required prior to field start-up.

2.5.1 Unit Cabinet

Unit cabinet shall be constructed of phosphated, zinc-coated, pre-painted steel capable of withstanding 500 hours of salt spray. Normal service shall be through a single removable cabinet panel. The unit shall be constructed on a rust proof base pan that has an externally trapped, integrated sloped drain pan. Evaporator fan compartment top surface shall be insulated with a minimum 1/2 inch thick, flexible fiberglass insulation, coated on the air side and retained by adhesive and mechanical vanes. The evaporator wall sections shall be insulated with a minimum semi-rigid foil faced board capable of being wiped clean. Aluminum foil faced fiberglass insulation shall be used in the entire indoor air cavity section. Unit shall have a field supplied condensate trap.

2.5.2 Fans

The evaporator fan shall be 3 speed, direct drive. Fan wheel shall be made from steel, and shall be double inlet type with forward curved blades with corrosion resistant finish. Fan wheel shall be dynamically balanced. Condenser fan shall be direct drive propeller type with aluminum blades riveted to corrosion resistant steel spiders, be dynamically balanced, and discharge air vertically.

2.5.3 Air-To-Refrigerant Coils

Evaporator and condenser coils shall have copper or aluminum tubes of 3/8- inch minimum diameter with copper or aluminum fins that are mechanically bonded or soldered to the tubes. Coils shall be protected with a minimum 3 mil thick phenolic coating. Casing shall be galvanized steel or aluminum. Contact of dissimilar metals shall be avoided. Coils shall be tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each coil shall be dehydrated and sealed after testing and prior to evaluation and charging. Each unit shall be provided with a factory operating charge of refrigerant and oil or a holding charge. Unit shipped with a holding charge shall be field charged. A condensate removal system shall be provided.

2.5.4 Compressor

Fully hermetic compressors with factory-installed vibration isolation. Scroll compressors shall be standard on unit.

2.5.5 Refrigerant Components

Refrigerant metering device shall be of the fixed orifice feed type.

2.5.6 Air Filters

Filters shall be of the sectional or panel throw away, 1-inch thick fiberglass filters of commercially available sizes. Provide two sets of replacement filters.

2.5.7 Controls and safeties

Unit controls shall be complete with a self-contained low voltage control circuit. Units shall incorporate a solid state compressor protector that provides reset capability.

2.5.8 Operating Characteristics

Unit shall be capable of starting and running at 125 degree F ambient outdoor temperature per maximum load criteria of ARI Standard 210. Compressor with standard controls shall be capable of operation down to 55 degrees F ambient outdoor temperature. Unit shall be provided with 30 second fan time delay after the thermostat is satisfied.

2.5.9 Electrical Requirements

All unit power wiring shall enter the unit cabinet at a single location. Provide starter and disconnect factory mounted.

2.5.10 Motors

Compressor motors shall be of the refrigerant cooled type with line break thermal and current overload protection. All fan motors shall have permanently lubricated bearings, and inherent, automatic reset, thermal overload protection. Condenser fan motor shall be totally enclosed.

2.5.11 Louver Grill

Louvered grille shall be factory installed option to provide hail guard and vandalism protection.

2.5.12 Economizer

Economizer controls capable of providing free cooling using outside air. Equipped with own leakage dampers not to exceed 3% leakage, at 1.0 inch water gauge pressure differential. Spring return motor shuts off outdoor damper on power failure.

2.5.13 Flat Roof Curb

Curbs shall have seal strip and a wood nailer for flashing and shall be installed per manufacturer's instructions.

2.5.14 Thermostat

Provide single stage heating and cooling in addition manual or automatic changeover and indoor fan control.

2.5.15 Controls

Provide controls for independent control and be connectable to a DDC system. Low ambient package shall consist of a solid state control and condenser coil temperature sensor for controlling condenser fan motor operation, which shall allow unit to operate down to 0 degree F outdoor ambient temperature. Provide high and low pressure safety protection.

2.5.16 Electric Heater

Electric heater shall be factory assembled. Heater elements shall be open wire type, adequately supported and insulated with ceramic bushings. Electric heater package must provide single point power connection with the unit.

2.6 Air Handling Unit – AHU-1

Self contained air cooled system for outdoor installation on exterior wall. Unit contains a scroll compressor, copper tube aluminum fin condenser and evaporator coils, direct drive condenser and evaporator motors, aluminum external panels, and galvanized structural parts, externally equalized expansion valve, fan cycling low ambient head pressure control, high and low pressure switches filter drier, 2 inch deep pleated air filter rated at 25 to 30% efficiency. A HACR rated circuit breaker is supplied with all 60 Hz models.

2.6.1 Economizer

This option is factory installed and permits cooling using outside air, when outside conditions are suitable. It contains a modulating damper, direct drive actuator, enthalpy control for switchover, outside air hood and mixed air controller set at 55 degree F.

2.6.2 Electric Heat

Factory installed nichrome heater and over temperature safety.

2.6.3 Control

This microprocessor based controller controls unit. It has a 10-key keypad, 4 row by 20 column LCD display, allows up to eight customer selectable isolated normally open dry contact alarm inputs, an RS 232 modem port, and an RW 232 terminal port. Requires a THS28-30 or THS28-60 sensor assembly. Adjustable auto changeover cycle time of day clock, non-volatile memory, high and low temperature alarms, emergency cooling.

2.6.4 Supply Grille

The supply grille is aluminum, adjustable, double deflection grille, sized to match the unit discharge opening.

2.6.5 Return Grille

The return grille is an aluminum, adjustable, double deflection grille, sized to match the unit return opening.

PART 3 EXECUTION

3.1 INSTALLATION

Work shall be performed in accordance with the manufacturer's published diagrams, recommendations, and equipment warranty requirements. Where equipment is specified to conform to the requirements of ASME BPV VIII Div 1 and ASME BPV IX, the design, fabrication, and installation of the system shall conform to ASME BPV VIII Div 1 and ASME BPV IX.

3.1.1 Equipment

Refrigeration equipment and the installation thereof shall conform to ASHRAE 15. Necessary supports shall be provided for all equipment, appurtenances, and pipe as required, including frames or supports for compressors, pumps, cooling towers, condensers, and similar items. Compressors shall be isolated from the building structure. If mechanical vibration isolators are not provided, vibration-absorbing foundations shall be provided. Each foundation shall include isolation units consisting of machine and floor or foundation fastenings, together with intermediate isolation material. Other floor-mounted equipment shall be set on not less than a 6-inch concrete pad doweled in place. Concrete foundations for floor mounted pumps shall have a mass equivalent to three times the weight of the components, pump, base plate, and motor to be supported. In lieu of concrete pad foundation, concrete pedestal block with isolators placed between the pedestal block and the floor may be provided. Concrete pedestal block shall be of mass not less than three times the combined pump, motor, and base weights. Isolators shall be selected and sized based on load-bearing requirements and the lowest frequency of vibration to be isolated. Lines connected to pumps mounted on pedestal blocks shall be provided with flexible connectors. Equipment shall be properly leveled, aligned, and secured in place in accordance with manufacturer's instructions.

Mechanical ventilation systems shall be in accordance with Section 15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM.

3.1.2 Building Surface Penetrations

Sleeves in nonload bearing surfaces shall be galvanized sheet metal, conforming to ASTM A 653/A 653M, Coating Class G-90, 20 gauge. Sleeves in load bearing surfaces shall be uncoated carbon steel pipe, conforming to ASTM A 53, Standard weight. Sealants shall be applied to moisture and oil-free surfaces and elastomers to not less than 1/2-inch depth. Sleeves shall not be installed in structural members.

3.1.2.1 Refrigerated Space

Refrigerated space building surface penetrations shall be fitted with sleeves fabricated from hand-lay-up or helically wound, fibrous glass reinforced polyester or epoxy resin with a minimum thickness equal to equivalent size Schedule 40 steel pipe. Sleeves shall be constructed with integral collar or cold side shall be fitted with a bonded slip-on flange or extended collar. In the case of masonry penetrations where sleeve is not cast-in, voids shall be filled with latex mixed mortar cast to shape of sleeve and flange/external collar type sleeve shall be assembled with butyl elastomer vapor barrier sealant through penetration to cold side surface vapor barrier overlap and fastened to surface with masonry anchors. Integral cast-in collar type sleeve shall be flashed as indicated. Normally noninsulated penetrating round surfaces shall be sealed to sleeve bore with mechanically expandable

seals in vapor tight manner and remaining warm and cold side sleeve depth shall be insulated with not less than 4 inches of foamed-in-place rigid polyurethane or foamed-in-place silicone elastomer. Vapor barrier sealant shall be applied to finish warm side insulation surface. Warm side of penetrating surface shall be insulated beyond vapor barrier sealed sleeve insulation for a distance, which prevents condensation. Wires in refrigerated space surface penetrating conduit shall be sealed with vapor barrier plugs or compound to prevent moisture migration through conduit and condensation therein.

3.1.2.2 General Service Areas

Each sleeve shall extend through its respective wall, floor, or roof, and shall be cut flush with each surface. Pipes passing through concrete or masonry wall or concrete floors or roofs shall be provided with pipe sleeves fitted into place at the time of construction. Sleeves shall be of such size as to provide a minimum of 1/4-inch all-around clearance between bare pipe and sleeves or between jacketed-insulation and sleeves. Except in pipe chases or interior walls, the annular space between pipe and sleeve or between jacket over-insulation and sleeve shall be sealed in accordance with Section 07900 JOINT SEALING.

3.1.2.3 Waterproof Penetrations

Pipes passing through roof or floor waterproofing membrane shall be installed through a 17-ounce copper sleeve or a 0.032-inch thick aluminum sleeve, each within an integral skirt or flange. Flashing sleeve shall be suitably formed, and skirt or flange shall extend not less than 8 inches from the pipe and be set over the roof or floor membrane in a troweled coating of bituminous cement. The flashing sleeve shall extend up the pipe a minimum of 2 inches above the roof or floor penetration. The annular space between the flashing sleeve and the bare pipe or between the flashing sleeve and the metal-jacket-covered insulation shall be sealed as indicated. Penetrations shall be sealed by either one of the following methods.

- a. **Waterproofing Clamping Flange:** Pipes up to and including 10 inches in diameter passing through roof or floor waterproofing membrane may be installed through a cast iron sleeve with caulking recess, anchor lugs, flashing clamp device, and pressure ring with brass bolts. Waterproofing membrane shall be clamped into place and sealant shall be placed in the caulking recess.
- b. **Modular Mechanical Type Sealing Assembly:** In lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve or conduit and sleeve, a modular mechanical type sealing assembly may be installed. Seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe/conduit and sleeve with corrosion protected carbon steel bolts, nuts, and pressure plates. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe/conduit and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe/conduit and sleeve involved. The Contractor electing to use the modular mechanical type seals shall provide sleeves of the proper diameters.

3.1.2.4 Escutcheons

Finished surfaces where exposed piping, bare or insulated, pass through floors, walls, or ceilings, except in boiler, utility, or equipment rooms, shall be provided with escutcheons. Where sleeves project slightly from floors, special deep-type escutcheons shall be used. Escutcheon shall be secured to pipe or pipe covering.

3.1.3 General Piping Installation

3.1.3.1 Brazed Joints

Brazing shall be performed in accordance with AWS Brazing Hdbk, except as modified herein. During brazing, the pipe and fittings shall be filled with a pressure-regulated inert gas, such as nitrogen, to prevent the formation of scale. Before brazing copper joints, both the outside of the tube and the inside of the fitting shall be cleaned with a wire fitting brush until the entire joint surface is bright and clean. Brazing flux shall not be used. Surplus brazing material shall be removed at all joints. Steel tubing joints shall be made in accordance with the manufacturer's recommendations. Joints in steel tubing shall be painted with the same material as the baked-on coating within 8 hours after joints are made. Tubing shall be protected against oxidation during brazing by continuous purging of the inside of the piping using nitrogen. Piping shall be supported prior to brazing and not be sprung or forced.

3.1.3.2 Threaded Joints

Threaded joints shall be made with tapered threads and made tight with PTFE tape complying with ASTM D 3308 or equivalent thread-joint compound applied to the male threads only. Not more than three threads shall show after the joint is made.

3.1.3.3 Flared Connections

When flared connections are used, a suitable lubricant shall be used between the back of the flare and the nut in order to avoid tearing the flare while tightening the nut.

3.1.3.4 Functional Requirements

Horizontal supply mains shall pitch down in the direction of flow as indicated. The grade shall not be less than 1 inch in 40 feet. Reducing fittings shall be used for changes in pipe sizes. Open ends of pipelines and equipment shall be capped or plugged during installation to keep dirt or other foreign materials out of the system. Pipe not otherwise specified shall be uncoated. Connections to appliances shall be made with malleable iron unions for steel pipe 2-1/2 inches or less in diameter, and with flanges for pipe 3 inches or more in diameter. Connections between ferrous and copper piping shall be electrically isolated from each other with dielectric unions or flanges. Piping located in air plenums shall conform to NFPA 90A requirements. Pipe and fittings installed in inaccessible conduits or trenches under concrete floor slabs shall be welded.

3.1.3.5 Valves

Isolation gate or ball valves shall be installed on each side of each piece of equipment, at the midpoint of all looped mains, and at any other points indicated or required for draining, isolating, or sectionalizing purpose. Isolation valves may be omitted where balancing cocks are installed to provide

both balancing and isolation functions. Each valve except check valves shall be identified. Valves in horizontal lines shall be installed with stems horizontal or above.

3.1.3.6 Air Vents

Air vents shall be provided at all high points, on all water coils, and where indicated to ensure adequate venting of the piping system.

3.1.3.7 Drains

Drains shall be provided at all low points and where indicated to ensure complete drainage of the piping. Drains shall be accessible, and shall consist of nipples and caps or plugged tees unless otherwise indicated.

3.1.4 Refrigeration Piping

Unless otherwise specified, pipe and fittings installation shall conform to requirements of ASME B31.5. Pipe shall be cut accurately to measurement established at the jobsite and worked into place without springing or forcing. Cutting or otherwise weakening of the building structure to facilitate piping installation will not be permitted without written approval. Pipes shall be cut square, shall have burrs removed by reaming, and shall be installed in a manner to permit free expansion and contraction without damage to joints or hangers. Filings, dust, or dirt shall be wiped from interior of pipe before connections are made.

3.1.4.1 Directional Changes

Changes in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide-sweep bends are formed. The centerline radius of bends shall not be less than 6 diameters of the pipe. Bent pipe showing kinks, wrinkles, or other malformations will not be accepted.

3.1.4.2 Functional Requirements

Piping shall be installed 1/2-inch per 10 feet of pipe in the direction of flow to ensure adequate oil drainage. Open ends of refrigerant lines or equipment shall be properly capped or plugged during installation to keep moisture, dirt, or other foreign material out of the system. Piping shall remain capped until installation. Equipment piping shall be in accordance with the equipment manufacturer's recommendations and the contract drawings.

3.1.4.3 Manual Valves

Stop valves shall be installed on each side of each piece of equipment such as compressors, condensers, evaporators, receivers, and other similar items in multiple-unit installation, to provide partial system isolation as required for maintenance or repair. Angle and globe valves shall be installed with stems horizontal unless otherwise indicated. Ball valves shall be installed with stems positioned to facilitate operation and maintenance. Isolating valves for pressure gauges and switches shall be external to thermal insulation. Safety switches shall not be fitted with isolation valves. Thermal wells for insertion thermometers and thermostats shall extend beyond thermal insulation surface not less than 1 inch. Filter dryers having access ports may be considered a point of isolation. Purge valves shall be

provided at all points of systems where accumulated noncondensable gases would prevent proper system operation. Valves shall be furnished to match line size, unless otherwise indicated or approved.

3.1.4.4 Expansion Valves

Expansion valves shall be installed with the thermostatic expansion valve bulb located on top of the suction line when the suction line is less than 2-1/8 inches in diameter and at the 4 o'clock or 8 o'clock position on lines larger than 2-1/8 inches. The bulb shall be securely fastened with two clamps. The bulb shall be insulated. The bulb shall be installed in a horizontal portion of the suction line, if possible, with the pigtail on the bottom. If the bulb must be installed in a vertical line, the bulb tubing shall be facing up.

3.1.4.5 Valve Identification

Each system valve, including those, which are part of a factory assembly, shall be tagged. Tags shall be in alphanumeric sequence, progressing in direction of fluid flow. Tags shall be embossed, engraved, or stamped plastic or nonferrous metal of various shapes, sized approximately 1-3/8 inch diameter, or equivalent dimension, substantially attached to a component or immediately adjacent thereto. Tags shall be attached with nonferrous, heavy duty, bead or link chain, 14-gauge annealed wire, nylon cable bands or as approved. Tag numbers shall be referenced in Operation and Maintenance Manuals and system diagrams.

3.1.4.6 Vibration Dampers

Vibration damper shall be provided in the suction and discharge lines on spring mounted compressors. Vibration dampers shall be installed parallel with the shaft of the compressor and be anchored firmly at the upstream end on the suction line and the downstream end in the discharge line.

3.1.4.7 Strainers

Strainers shall be provided immediately ahead of solenoid valves and expansion devices and where indicated. Strainers may be an integral part of the expansion valve.

3.1.4.8 Sight Glass

A moisture indicating sight glass shall be installed in all refrigerant circuits down stream of filter dryers and where indicated. Sight glass shall be full line size.

3.1.4.9 Flexible Connectors

Flexible metallic connectors shall be installed perpendicular to line of motion being isolated. Piping for equipment with bi-directional motion shall be fitted with two flexible connectors, in perpendicular planes. Reinforced elastomer flexible connectors shall be installed in accordance with manufacturer's instructions. Piping guides and restraints related to flexible connectors shall be provided as required.

3.1.5 Thermometers

Thermometers located within 5 feet of floor may be rigid stem type. Where thermal well is located above 5 feet above floor, thermometer shall be universal adjustable angle type or remote element type to 7 feet above floor and remote element type where thermal well is 7 feet or more above floor. Thermometers shall be located in coolant supply and return or waste lines at each heat exchanger, condenser water lines entering and leaving the condenser, at each automatic temperature control device without an integral thermometer, refrigerant liquid line leaving receiver, refrigerant suction line at each evaporator or liquid cooler, and where indicated or required for proper operation of equipment.

3.1.6 Piping Supports

Refrigerant pipe supports shall be in accordance with ASME B31.5. Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement, when operating temperatures exceed ambient temperatures, shall be supported by variable spring hangers and supports or by constant support hangers.

3.1.6.1 Structural Attachments

Attachment to building structure concrete and masonry shall be by cast-in concrete inserts, built-in anchors, or masonry anchor devices. Inserts and anchors shall be applied with a safety factor not less than 5. Supports shall not be attached to metal decking. Masonry anchors for overhead applications shall be constructed of ferrous materials only.

3.1.7 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69, except as modified herein. Pipe hanger types 5, 12, and 26 shall not be used.

3.1.7.1 Hangers

Type 3 shall not be used on insulated piping. Type 24 may be used only on trapeze hanger systems or on fabricated frames.

3.1.7.2 Inserts

Type 18 inserts shall be secured to concrete forms before concrete is placed. Continuous inserts which allow more adjustments may be used if they otherwise meet the requirements for Type 18 inserts.

3.1.7.3 C-Clamps

Type 19 and 23 C-clamps shall be torqued per MSS SP-69 and have both locknuts and retaining devices, furnished by the manufacturer. Field-fabricated C-clamp bodies or retaining devices are not acceptable.

3.1.7.4 Angle Attachments

Type 20 attachments used on angles and channels shall be furnished with an added malleable-iron heel plate or adapter.

3.1.7.5 Saddles and Shields

Where Type 39 saddle or Type 40 shield are permitted for a particular pipe attachment application, the Type 39 saddle, connected to the pipe, shall be used on all pipe 4 inches and larger when the temperature of the medium is 60 degrees F or higher. Type 40 shields shall be used on all piping less than 4 inches and all piping 4 inches and larger carrying medium less than 60 degrees F. A high density insulation insert of cellular glass shall be used under the Type 40 shield for piping 2 inches and larger.

3.1.7.6 Steel Slides

Where steel slides do not require provisions for restraint of lateral movement, an alternate guide method may be used. On piping 4 inches and larger, a Type 39 saddle shall be used. On piping under 4 inches, a Type 40 protection shield may be attached to the pipe or insulation and freely rest on a steel slide plate.

3.1.8 Factory Applied Insulation

Refrigerant suction lines between an evaporator and refrigerant pumps and shall be insulated with not less than 3/4-inch thick unicellular plastic foam.

3.1.9 Framed Instructions

Framed instructions shall be framed under glass or laminated plastic and be posted where directed. Instructions shall include equipment layout, wiring and control diagrams, piping, valves and control sequences, and typed condensed operation instructions. The condensed operation instructions shall include preventative maintenance procedures, methods of checking the system for normal and safe operation, and procedures for safely starting and stopping the system. The instructions shall be posted before acceptance testing of the system.

3.2 TESTS

Tests shall be conducted in the presence of the Contracting Officer. Water and electricity required for the tests will be furnished by the Government. Any material, equipment, instruments, and personnel required for the test shall be provided by the Contractor. The services of a qualified technician shall be provided as required to perform all tests and procedures indicated herein.

3.3 INSPECTIONS

3.3.1 Equipment

Equipment shall be wiped clean, with all traces of oil, dust, dirt, or paint spots removed. System shall be maintained in this clean condition until final acceptance. Bearings shall be lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to proper tension. Control

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valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed.

3.4 TRAINING

The Contractor shall conduct a training course for the operating and maintenance staff as designated by the Contracting Officer. The training requirements are specified in Section 01820
DEMONSTRATION AND TRAINING.

END OF SECTION

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SECTION 15895

AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM

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.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

- | | |
|---------|---|
| ARI 350 | (1986) Sound Rating of Non-Ducted Indoor Air-Conditioning Equipment |
| ARI 410 | (1991) Forced-Circulation Air-Cooling and Air-Heating Coils |
| ARI 440 | (1998) Room Fan-Coil and Unit Ventilator |

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)

- | | |
|---------------|--|
| ACCA Manual 4 | (1990) Installation Techniques for Perimeter Heating & Cooling; 11th Edition |
|---------------|--|

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

- | | |
|----------|--|
| AMCA 210 | (1985) Laboratory Methods of Testing Fans for Rating |
| AMCA 300 | (1996) Reverberant Room Method for Sound Testing of Fans |

AMERICAN BEARING MANUFACTURERS ASSOCIATION (AFBMA)

- | | |
|-------------|--|
| AFBMA Std 9 | (1990) Load Ratings and Fatigue Life for Ball Bearings |
|-------------|--|

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|---|
| ANSI S12.32 | (1990; R 1996) Precision Methods for the Determination of Sound Power Levels of Discrete-Frequency and Narrow-Band Noise Sources in Reverberation Rooms |
|-------------|---|

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|------------|--|
| ASTM A 47 | (1990; R 1995) Ferritic Malleable Iron Castings |
| ASTM A 47M | (1999) Ferritic Malleable Iron Castings (Metric) |

ASTM A 167	(1999) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM A 183	(1983; R 1998) Carbon Steel Track Bolts and Nuts
ASTM A 536	(1999e1) Ductile Iron Castings
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 75	(1997) Seamless Copper Tube
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM B 650	(1995) Electrodeposited Engineering Chromium Coatings on Ferrous Substrates
ASTM B 813	(1993) Liquid and Paste Fluxes for Soldering Applications for Copper and Copper Alloy Tube
ASTM C 916	(1985; R 1996e1) Adhesives for Duct Thermal Insulation
ASTM C 976	(1990) Thermal Performance Of Building Assemblies By Means Of Calibrated HO Box
ASTM C 1071	(1998) Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material)
ASTM C 1199	(1997) Measuring The Steady State Thermal Transmittance Of Fenestration Systems Using Hot Box Methods
ASTM D 520	(1984; R 1995e1) Zinc Dust Pigment
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM D 3359	(1997) Measuring Adhesion by Tape Test
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials
ASTM E 437	(1997) Industrial Wire Cloth and Screens (Square Opening Series)
ASTM F 872	(1984; R 1990) Filter Units, Air-Conditioning: Viscous-Impingement Type, Cleanable
ASTM F 1199	(1988; R 1998) Cast (All Temperature and Pressures) and Welded Pipe Line Strainers (150 psig and 150 degrees F Maximum)

ASTM F 1200 (1988; R 1998) Fabricated (Welded) Pipe Line Strainers
(Above 150 psig and 150 degrees F)

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING
ENGINEERS (ASHRAE)

ASHRAE 15 (1994) Safety Code for Mechanical Refrigeration

ASHRAE 68 (1986) Laboratory Method of Testing In-Duct Sound Power
Measurement Procedures for Fans

ASHRAE 70 (1991) Method of Testing for Rating the Performance of Air
Outlets and Inlets

ASME INTERNATIONAL (ASME)

ASME B16.21 (1992) Nonmetallic Flat Gaskets for Pipe Flanges

ASME B40.1 (1991) Gauges - Pressure Indicating Dial Type - Elastic
Element

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C606 (1997) Grooved and Shouldered Joints

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (1998) Structural Welding Code - Steel

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-1419 (Rev D) Filter Element, Air Conditioning (Viscous-
Impingement and Dry Types, Replaceable)

EXPANSION JOINT MANUFACTURERS ASSOCIATION (EJMA)

EJMA Stds (1998; 7th Edition) EJMA Standards

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA MG 1 (1998) Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

NFPA 90A (1996) Installation of Air Conditioning and Ventilating
Systems

NFPA 96 (1998) Ventilation Control and Fire Protection of
Commercial Cooking Equipment

SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL
ASSOCIATION (SMACNA)

SMACNA HVAC Duct Const Stds (1995; Addenda Nov 1997) HVAC Duct Construction
Standards - Metal and Flexible

SMACNA Industry Practice (1975) Accepted Industry Practice for Industrial Duct
Construction

SMACNA Leakage Test Mnl (1985) HVAC Air Duct Leakage Test Manual

UNDERWRITERS LABORATORIES (UL)

UL 94 (1996; Rev thru Jul 1998) Tests for Flammability of Plastic
Materials for Parts in Devices and Appliances

UL 181 (1996; Rev Dec 1998) Factory-Made Air Ducts and Air
Connectors

UL 214 (1997) Tests for Flame-Propagation of Fabrics and Films

UL 586 (1996; Rev thru Aug 1999) High-Efficiency, Particulate, Air
Filter Units

UL 705 (1994; Rev thru Feb 1999) Power Ventilators

UL 723 (1996; Rev thru Dec 1998) Test for Surface Burning
Characteristics of Building Materials

UL 900 (1994; Rev thru Apr 1997) Test Performance of Air Filter
Units

UL 1995 (1995; Rev thru Jul 1998) Heating and Cooling Equipment

UL Bld Mat Dir (1999) Building Materials Directory

UL Elec Const Dir (1998) Electrical Construction Equipment Directory

UL Fire Resist Dir (1999) Fire Resistance Directory (2 Vol.)

1.2 COORDINATION OF TRADES

Ductwork, fittings, and accessories shall be furnished as required to provide a complete installation and to eliminate interference with other construction.

1.3 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Components and Equipment; CD-1, RG-1, MD-s, SG-1

Manufacturer's catalog data shall be included with the detail drawings for the following items. The data shall be highlighted to show model, size, options, etc., that are intended for consideration. Data shall be adequate to demonstrate compliance with contract requirements for the following:

- a. Ductwork Components
- b. Air Systems Equipment

SD-06 Test Reports

Performance Tests; G

Test reports for the ductwork leak test, and performance tests in booklet form, upon completion of testing. Reports shall document phases of tests performed including initial test summary, repairs/adjustments made, and final test results.

SD-10 Operation and Maintenance Data

Air Supply, Distribution, Ventilation, and Exhaust Manuals; dampers

Six manuals listing step-by-step procedures required for system startup, operation, shutdown, and routine maintenance, at least 2 weeks prior to field training. The manuals shall include the manufacturer's name, model number, parts list, list of parts and tools that should be kept in stock by the owner for routine maintenance including the name of a local supplier, simplified wiring and controls diagrams, troubleshooting guide, and recommended service organization (including address and telephone number) for each item of equipment. Each service organization submitted shall be capable of providing 4 hour onsite response to a service call on an emergency basis.

PART 2 PRODUCTS

2.1 STANDARD PRODUCTS

Components and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of products that are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for 2 years before bid opening. The 2-year experience shall include applications of components and equipment under similar circumstances and of similar size. The 2 years must be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. The equipment items shall be supported by a service organization.

2.2 ASBESTOS PROHIBITION

Asbestos and asbestos-containing products shall not be used.

2.3 NAMEPLATES

Equipment shall have a nameplate that identifies the manufacturer's name, address, type or style, model or serial number, and catalog number.

2.4 EQUIPMENT GUARDS AND ACCESS

Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts exposed to personnel contact shall be fully enclosed or guarded according to OSHA requirements. High temperature equipment and piping exposed to contact by personnel or where it creates a potential fire hazard shall be properly guarded or covered with insulation of a type specified.

2.5 CONDENSATE DRAIN LINES

Condensate drainage shall be provided for each item of equipment that generates condensate as specified for drain, waste, and vent piping systems with copper type L pipe, sweated fittings with lead free solder.

2.6 ELECTRICAL WORK

Electrical motor-driven equipment specified shall be provided complete with motor, motor starter, and controls. Unless otherwise specified, electric equipment, including wiring and motor efficiencies, shall be according to Section 16415 ELECTRICAL WORK, INTERIOR. Electrical characteristics and enclosure type shall be as shown. Unless otherwise indicated, motors of 1 hp and above shall be high efficiency type. Motor starters shall be provided complete with thermal overload protection and other appurtenances necessary. Each motor shall be according to NEMA MG 1 and shall be of sufficient size to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor. Manual or automatic control and protective or signal devices required for the operation specified, and any control wiring required for controls and devices, but not shown, shall be provided. Where two-speed or variable-speed motors are indicated, solid-state variable-speed controller may be

provided to accomplish the same function. Solid-state variable-speed controllers shall be utilized for motors rated 10 hp or less. Adjustable frequency drives shall be used for larger motors.

2.7 CONTROLS

Controls shall be provided to make a complete and operational system.

2.8 DUCTWORK COMPONENTS

2.8.1 Metal Ductwork

All aspects of metal ductwork construction, including all fittings and components, shall comply with SMACNA HVAC Duct Const Stds unless otherwise specified. Elbows shall be radius type with a centerline radius of 1-1/2 times the width or diameter of the duct where space permits. Otherwise, elbows having a minimum radius equal to the width or diameter of the duct or square elbows with factory fabricated turning vanes may be used. Static pressure Class 1/2, 1, and 2 inch w.g. ductwork shall meet the requirements of Seal Class C. Class 3 through 10 inch shall meet the requirements of Seal Class A. Sealants shall conform to fire hazard classification specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS. Pressure sensitive tape shall not be used as a sealant. Spiral lock seam duct, and flat oval shall be made with duct sealant and locked with not less than 3 equally spaced drive screws or other approved methods indicated in SMACNA HVAC Duct Const Stds. The sealant shall be applied to the exposed male part of the fitting collar so that the sealer will be on the inside of the joint and fully protected by the metal of the duct fitting. One brush coat of the sealant shall be applied over the outside of the joint to at least 2 inch band width covering all screw heads and joint gap. Dents in the male portion of the slip fitting collar will not be acceptable. Outdoor air intake ducts and plenums shall be fabricated with watertight soldered or brazed joints and seams.

2.8.1.1 Transitions

Diverging air flow transitions shall be made with each side pitched out a maximum of 15 degrees, for an included angle of 30 degrees. Transitions for converging air flow shall be made with each side pitched in a maximum of 30 degrees, for an included angle of 60 degrees, or shall be as indicated. Factory-fabricated reducing fittings for systems using round duct sections when formed to the shape of the ASME short flow nozzle, need not comply with the maximum angles specified.

2.8.1.2 General Service Duct Connectors

A flexible duct connector approximately 6 inches in width shall be provided where sheet metal connections are made to fans or where ducts of dissimilar metals are connected. For round/oval ducts, the flexible material shall be secured by stainless steel or zinc-coated, iron clinch-type draw bands. For rectangular ducts, the flexible material locked to metal collars shall be installed using normal duct construction methods. The composite connector system shall comply with UL 214 and be classified as "flame-retarded fabrics" in UL Bld Mat Dir.

2.8.2 Duct Sleeves, Framed Prepared Openings, Closure Collars

2.8.2.1 Duct Sleeves

Duct sleeves shall be provided for round ducts 15 inches in diameter or less passing through floors, walls, ceilings, or roof, and installed during construction of the floor, wall, ceiling, or roof. Round ducts larger than 15 inches in diameter and square, rectangular, and oval ducts passing through floors, walls, ceilings, or roof shall be installed through framed prepared openings. The Contractor shall be responsible for the proper size and location of sleeves and prepared openings. Sleeves and framed openings are also required where grilles, registers, and diffusers are installed at the openings. Framed prepared openings shall be fabricated from 20 gauge galvanized steel, unless otherwise indicated. Where sleeves are installed in bearing walls or partitions, black steel pipe, ASTM A 53, Schedule 20 shall be used. Sleeve shall provide 1 inch clearance between the duct and the sleeve or 1 inch clearance between the insulation and the sleeve for insulated ducts.

2.8.2.2 Framed Prepared Openings

Openings shall have 1-inch clearance between the duct and the opening or 1 inch clearance between the insulation and the opening for insulated ducts.

2.8.2.3 Closure Collars

Collars shall be fabricated of galvanized sheet metal not less than 4 inches wide, unless otherwise indicated, and shall be installed on exposed ducts on each side of walls or floors where sleeves or prepared openings are provided. Collars shall be installed tight against surfaces. Collars shall fit snugly around the duct or insulation. Sharp edges of the collar around insulated duct shall be ground smooth to preclude tearing or puncturing the insulation covering or vapor barrier. Collars for round ducts 15 inches in diameter or less shall be fabricated from 20 gauge galvanized steel. Collars for round ducts larger than 15 inches and square, and rectangular ducts shall be fabricated from 18 gauge galvanized steel. Collars shall be installed with fasteners on maximum 6-inch centers, except that not less than 4 fasteners shall be used.

2.8.3 Diffusers, Registers, and Grilles

Units shall be factory-fabricated of steel, corrosion-resistant steel, or aluminum and shall distribute the specified quantity of air evenly over space intended without causing noticeable drafts, air movement faster than 50 fpm in occupied zone, or dead spots anywhere in the conditioned area. Outlets for diffusion, spread, throw, and noise level shall be as required for specified performance. Performance shall be certified according to ASHRAE 70. Inlets and outlets shall be sound rated and certified according to ASHRAE 70. Sound power level shall be as indicated. Diffusers and registers shall be provided with volume damper with accessible operator, unless otherwise indicated; or if standard with the manufacturer, an automatically controlled device will be acceptable. Volume dampers shall be opposed blade type for all diffusers and registers, except linear slot diffusers. Linear slot diffusers shall be provided with round or elliptical balancing dampers. Where the inlet and outlet openings are located less than 7 feet above the floor, they shall be protected by a grille or screen according to NFPA 90A.

2.8.3.1 Diffusers

Diffuser types shall be as indicated. Ceiling mounted units shall be furnished with anti-smudge devices, unless the diffuser unit minimizes ceiling smudging through design features. Diffusers shall be provided with air deflectors of the type indicated. Air handling troffers or combination light and ceiling diffusers shall conform to the requirements of UL Elec Const Dir for the interchangeable use as cooled or heated air supply diffusers or return air units. Ceiling mounted units shall be installed with rims tight against ceiling. Sponge rubber gaskets shall be provided between ceiling and surface mounted diffusers for air leakage control. Suitable trim shall be provided for flush mounted diffusers. Duct collar connecting the duct to diffuser shall be airtight and shall not interfere with volume controller. Return or exhaust units shall be similar to supply diffusers.

2.8.3.2 Registers and Grilles

Units shall be four-way directional-control type, except that return and exhaust registers may be fixed horizontal or vertical louver type similar in appearance to the supply register face. Registers shall be provided with sponge-rubber gasket between flanges and wall or ceiling. Wall supply registers shall be installed at least 6 inches below the ceiling unless otherwise indicated. Return and exhaust registers shall be located 6 inches above the floor unless otherwise indicated. Four-way directional control may be achieved by a grille face which can be rotated in 4 positions or by adjustment of horizontal and vertical vanes. Grilles shall be as specified for registers, without volume control damper.

2.8.4 Louvers

Louvers for installation in exterior walls which are associated with the air supply and distribution system shall be as specified.

2.8.5 Bird Screens and Frames

Bird screens shall conform to ASTM E 437, No. 2 mesh, stainless steel. Stainless steel screens shall be rated "light". Frames shall be removable type, or stainless steel or extruded aluminum.

2.8.6 Motor Operated Dampers

Dampers shall be thermally isolated parallel blade low leakage with leakage not to exceed 4 CFM per square feet against 4-inch water gauge and holding torque not to exceed 7-inch pound square foot. Minimum torque of 40 inch pounds. Pressure drop through a 24-inch x 24-inch shall not exceed 0.090 @1000 feet per minute. Damper shall have thermal protecting high-density CFC foam. Blade thermal break shall be located underneath tooled blade edge seal pocket reducing Ultra Violet degradation. Blade wall thickness to be minimum of 0.75 6063T5 extruded aluminum. Each blade shall be fitted with mechanically locked blade edge seals providing both low leakage and foam protection. Both sides of the blade shall be isolated from each other eliminating thermal transfer. Damper blade overlap and thermal break shall be oriented in such a manner to eliminate thermal transfer from one side of the blade skins to the other. No down stream blade skin shall be exposed to up stream temperatures or conditions. Damper linkages shall be securely located in a non-offset frame channel. Offsets or frame deviation reducing the amount of damper free area are not be acceptable. Damper assembly thermal performance rating shall be tested to ASTM C 976 and ASTM C 1199 and results to be a minimum R value of 0.549 h*sq.ft.*F/BTU

2.6 AIR SYSTEMS EQUIPMENT

2.6.1 Direct-Expansion Coils

Direct-expansion coils shall be suitable for the refrigerant involved. Suction headers shall be seamless copper tubing or seamless or resistance welded steel tube with copper connections. Supply headers shall consist of a distributor which shall distribute the refrigerant through seamless copper tubing equally to all circuits in the coil. Tubes shall be circuited to ensure minimum pressure drop and maximum heat transfer. Circuiting shall permit refrigerant flow from inlet to suction outlet without causing oil slugging or restricting refrigerant flow in coil. Each coil to be field installed shall be completely dehydrated and sealed at the factory upon completion of pressure tests.

Free Discharge Motors

Unit Capacity (cfm)	Maximum Power Consumption (Watts)		
	115V	230V	277V
200	70	110	90
300	100	110	110
400	170	150	150
600	180	210	220
800	240	240	230
1000	310	250	270
1200	440	400	440

High Static Motors

Unit Capacity (cfm)	Maximum Power Consumption (Watts)
200	145
300	145
400	210
600	320
800	320
1000	530
1200	530

PART 3 EXECUTION

3.1 INSTALLATION

Work shall be installed as shown and according to the manufacturer's diagrams and recommendations.

3.1.1 Supports

3.1.1.1 General

Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement when operating temperatures exceed ambient temperatures shall be supported by variable spring hangers and supports or by constant support hangers.

3.1.1.2 Seismic Requirements (Pipe Supports and Structural Bracing)

Piping and attached valves shall be supported and braced to resist seismic loads as specified under Sections 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT. Structural steel required for reinforcement to properly support piping, headers, and equipment but not shown shall be provided under this section.

3.1.2 Anchors

Anchors shall be provided wherever necessary or indicated to localize expansion or to prevent undue strain on piping. Anchors shall consist of heavy steel collars with lugs and bolts for clamping and attaching anchor braces, unless otherwise indicated. Anchor braces shall be installed in the most effective manner to secure the desired results using turnbuckles where required. Supports, anchors, or stays shall not be attached where they will injure the structure or adjacent construction during installation or by the weight of expansion of the pipeline.

3.1.3 Escutcheons

Escutcheons shall be provided at finished surfaces where exposed piping, bare or insulated, passes through floors, walls, or ceilings except in boiler, utility, or equipment rooms. Where sleeves project slightly from floors, special deep-type escutcheons shall be used. Escutcheons shall be secured to pipe or pipe covering.

3.1.4 Condensate Drain Lines

Water seals shall be provided in the condensate drain from all units. The depth of each seal shall be 2 inches plus the number of inches, measured in water gauge, of the total static pressure rating of the unit to which the drain is connected. Water seals shall be constructed of 2 tees and an appropriate U-bend with the open end of each tee plugged. Pipe cap or plug cleanouts shall be provided where indicated. Drains indicated to connect to the sanitary waste system shall be connected by an indirect waste fitting. Air conditioner drain lines shall be insulated as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.1.5 Air Vents

Air vents shall be provided at high points, on water coils, and where indicated to ensure adequate venting of the piping system.

3.1.6 Equipment and Installation

Frames and supports shall be provided for tanks, compressors, pumps, valves, air handling units, fans, coils, dampers, and other similar items requiring supports. Air handling units shall be floor mounted or ceiling hung, as indicated. The method of anchoring and fastening shall be as detailed. Floor-mounted equipment, unless otherwise indicated, shall be set on not less than 6-inch concrete pads or curbs doweled in place. Concrete foundations for circulating pumps shall be heavy enough to minimize the intensity of the vibrations transmitted to the piping and the surrounding structure, as recommended in writing by the pump manufacturer. In lieu of a concrete pad foundation, a concrete pedestal block with isolators placed between the pedestal block and the floor may be provided. The concrete foundation or concrete pedestal block shall be of a mass not less than three times the weight of the components to be supported. Lines connected to the pump mounted on pedestal blocks shall be provided with flexible connectors.

3.1.7 Access Panels

Access panels shall be provided for concealed valves, vents, controls, dampers, and items requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced and maintained or completely removed and replaced. Access panels shall be installed as per manufacturer's recommendations.

3.1.8 Flexible Connectors

Pre-insulated flexible connectors and flexible duct shall be attached to other components in accordance with the latest printed instructions of the manufacturer to ensure a vapor tight joint. Hangers, when required to suspend the connectors, shall be of the type recommended by the connector or duct manufacturer and shall be provided at the intervals recommended.

3.1.9 Sleeved and Framed Openings

Space between the sleeved or framed opening and the duct or the duct insulation shall be packed as specified in Section 07900 JOINT SEALING.

3.1.10 Metal Ductwork

Installation shall be according to SMACNA HVAC Duct Const Stds unless otherwise indicated. Duct supports for sheet metal ductwork shall be according to SMACNA HVAC Duct Const Stds, unless otherwise specified. Friction beam clamps indicated in SMACNA HVAC Duct Const Stds shall not be used. Risers on high velocity ducts shall be anchored in the center of the vertical run to allow ends of riser to move due to thermal expansion. Supports on the risers shall allow free vertical movement of the duct. Supports shall be attached only to structural framing members and concrete slabs. Supports shall not be anchored to metal decking unless a means is provided and approved for preventing the anchor from puncturing the metal decking. Where supports are required between structural framing

members, suitable intermediate metal framing shall be provided. Where C-clamps are used, retainer clips shall be provided.

3.1.11 Acoustical Duct Lining

Lining shall be applied in cut-to-size pieces attached to the interior of the duct with nonflammable fire resistant adhesive conforming to ASTM C 916, Type I, NFPA 90A, UL 723, and ASTM E 84. Top and bottom pieces shall lap the side pieces and shall be secured with welded pins, adhered clips of metal, nylon, or high impact plastic, and speed washers or welding cup-head pins installed according to SMACNA HVAC Duct Const Stds. Welded pins, cup-head pins, or adhered clips shall not distort the duct, burn through, nor mar the finish or the surface of the duct. Pins and washers shall be flush with the surfaces of the duct liner and all breaks and punctures of the duct liner coating shall be sealed with the nonflammable, fire resistant adhesive. Exposed edges of the liner at the duct ends and at other joints where the lining will be subject to erosion shall be coated with a heavy brush coat of the nonflammable, fire resistant adhesive, to prevent delamination of glass fibers. Duct liner may be applied to flat sheet metal prior to forming duct through the sheet metal brake. Lining at the top and bottom surfaces of the duct shall be additionally secured by welded pins or adhered clips as specified for cut-to-size pieces. Other methods indicated in SMACNA HVAC Duct Const Stds to obtain proper installation of duct liners in sheet metal ducts, including adhesives and fasteners, will be acceptable.

3.1.12 Insulation

Thickness and application of insulation materials for ductwork, piping, and equipment shall be according to Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS. Outdoor air intake ducts and plenums shall be externally insulated up to the point where the outdoor air reaches the conditioning unit.

3.1.13 Power Transmission Components Adjustment

V-belts and sheaves shall be tested for proper alignment and tension prior to operation and after 72 hours of operation at final speed. Belts on drive side shall be uniformly loaded, not bouncing. Alignment of direct driven couplings shall be to within 50 percent of manufacturer's maximum allowable range of misalignment.

3.2 FIELD PAINTING AND COLOR CODE MARKING

Finish painting of items only primed at the factory, surfaces not specifically noted otherwise, and color code marking for piping shall be as specified in Section 09900 PAINTING, GENERAL.

3.3 DUCTWORK LEAK TEST

Ductwork leak test shall be performed for the entire air distribution and exhaust system, including fans, coils, filters, etc. Test procedure, apparatus, and report shall conform to SMACNA Leakage Test Mnl. The maximum allowable leakage rate is 10%. Ductwork leak test shall be completed with satisfactory results prior to applying insulation to ductwork exterior.

3.4 CLEANING AND ADJUSTING

Pipes shall be cleaned free of scale and thoroughly flushed of foreign matter. A temporary bypass shall be provided for water coils to prevent flushing water from passing through coils. Strainers and valves shall be thoroughly cleaned. Prior to testing and balancing, air shall be removed from water systems by operating the air vents. Temporary measures, such as piping the overflow from vents to a collecting vessel shall be taken to avoid water damage during the venting process. Air vents shall be plugged or capped after the system has been vented. Inside of room fan-coil units ducts, plenums, and casing shall be thoroughly cleaned of debris and blown free of small particles of rubbish and dust and then shall be vacuum cleaned before installing outlet faces. Equipment shall be wiped clean, with traces of oil, dust, dirt, or paint spots removed. Temporary filters shall be provided prior to startup of all fans that are operated during construction, and new filters shall be installed after all construction dirt has been removed from the building, and the ducts, plenums, casings, and other items specified have been vacuum cleaned. System shall be maintained in this clean condition until final acceptance. Bearings shall be properly lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to proper tension. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed. Fans shall be adjusted to the speed indicated by the manufacturer to meet specified conditions.

3.5 TESTING, ADJUSTING, AND BALANCING

Testing, adjusting, and balancing shall begin only when the air supply and distribution, including controls, has been completed, with the exception of performance tests.

3.5.1 TAB Specialist

The TAB Specialist shall be either a member of AABC or an experienced technician of the Firm certified by the NEBB. The certification shall be maintained for the entire duration of duties specified herein. If, for any reason, the Specialist loses subject certification during this period, the Contractor shall immediately notify the Contracting Officer and submit another TAB Specialist for approval. Any individual that has been the subject of disciplinary action by either the AABC or the NEBB within the five years preceding Contract Award shall not be eligible to perform any duties related to the HVAC systems, including TAB. All work specified in this Section and in other related Sections performed by the TAB Specialist shall be considered invalid if the TAB Specialist loses its certification prior to Contract completion and must be performed by the approved successor.

3.5.2 Ductwork Leak Testing

The TAB Specialists shall witness the Ductwork Leak Testing and approve the results in the Performance Test report.

3.5.3 Systems Readiness Check

The TAB Specialist shall inspect each system to ensure that it is complete, including installation and operation of controls, and that all aspects of the facility that have any bearing on the HVAC systems, including installation of ceilings, walls, windows, doors, and partitions, are complete to the extent that TAB results will not be affected by any detail or touch-up work remaining. The TAB Specialist shall also verify that all items such as ductwork and piping ports, terminals, connections, etc., necessary to perform TAB shall be complete during the Systems Readiness Check.

3.6 PERFORMANCE TESTS

After testing, adjusting, and balancing has been completed as specified, each system shall be tested as a whole to see that all items perform as integral parts of the system and temperatures and conditions are evenly controlled throughout the building. Corrections and adjustments shall be made as necessary to produce the conditions indicated or specified. Capacity tests and general operating tests shall be conducted by an experienced engineer. Tests shall cover a period of not less than 5 days for each system and shall demonstrate that the entire system is functioning according to the specifications. Coincidental chart recordings shall be made at points indicated on the drawings for the duration of the time period and shall record the temperature at space thermostats or space sensors, the humidity at space humidistats or space sensors and the ambient temperature and humidity in a shaded and weather protected area.

3.7 TRAINING

The Contractor shall conduct a training course for the operating and maintenance staff as designated by the Contracting Officer. The training requirements are specified in Section 01820 DEMONSTRATION AND TRAINING.

END OF SECTION

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SECTION 16070

SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT

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.

UNDERWRITERS LABORATORIES (UL)

UL 1570 (1995; Rev thru Jun 1997) Fluorescent Lighting Fixtures

1.2 SYSTEM DESCRIPTION

1.2.1 General Requirements

The requirements for seismic protection measures described in this section shall be applied to the electrical equipment and systems listed below. Structural requirements shall be in accordance with Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT and/or as shown on the drawings.

1.2.2 Electrical Equipment

Electrical equipment shall include the following items to the extent required on the drawings or in other sections of these specifications:

Power and Lighting Distribution Panels
Light Fixtures
Dry Type Transformers
Conduits

1.2.3 Electrical Systems

The following electrical systems shall be installed as required on the drawings and other sections of these specifications and shall be seismically protected in accordance with this specification: Electrical power, lighting.

1.2.4 Contractor Designed Bracing

The Contractor shall design the bracing in accordance with the requirements of Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT and additional data furnished by the Contracting Officer. Resistance to lateral forces induced by earthquakes shall be accomplished

without consideration of friction resulting from gravity loads. The bracing for the following electrical equipment and systems shall be developed by the Contractor: All pendant-mounted lighting fixtures.

1.2.5 Conduits Requiring No Special Seismic Restraints

Seismic restraints may be omitted from electrical conduit less than (64 mm) 2-1/2 inches trade size. All other interior conduit shall be seismically protected as specified.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Lighting Fixtures in Buildings; All pendant-mounted lighting fixtures.

Detail drawings along with catalog cuts, templates, and erection and installation details, as appropriate, for the items listed. Submittals shall be complete in detail; shall indicate thickness, type, grade, class of metal, and dimensions; and shall show construction details, reinforcement, anchorage, and installation with relation to the building construction.

SD-03 Product Data

Lighting Fixtures in Buildings; G.

(All pendant-mounted lighting fixtures.)

Copies of the design calculations with the detail drawings. Calculations shall be stamped by a Registered Professional Structural Engineer, registered in the State of Washington, and shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

Contractor Designed Bracing; G.

Copies of the Design Calculations with the Drawings. Calculations shall be approved, certified, stamped and signed by a Registered Professional Structural Engineer, registered in the State of Washington. Calculations shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

1.4 EQUIPMENT REQUIREMENTS

1.4.1 Rigidly Mounted Equipment

The following specific items of equipment: panelboards, dry type transformers and lighting fixtures to be furnished under this contract shall be constructed and assembled to withstand the seismic force requirements as may be required by Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT. For any rigid equipment which is rigidly attached on both sides

of a building expansion joint, flexible joints for piping, electrical conduit, etc., that are capable of accommodating displacements equal to the full width of the joint in both orthogonal directions, shall be provided. Such as:

Transformers
Panelboards

PART 2 PRODUCTS

2.1 LIGHTING FIXTURE SUPPORTS

Lighting fixtures and supports shall conform to UL 1570 as applicable.

2.2 SWAY BRACING MATERIALS

Sway bracing materials (e.g. rods, plates, rope, angles, etc.) shall be as specified in Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

PART 3 EXECUTION

3.1 SWAY BRACES FOR CONDUIT

Conduit shall be braced as for an equivalent weight pipe in accordance with Section 15070 SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT.

3.2 LIGHTING FIXTURES IN BUILDINGS

Lighting fixtures and supports shall conform to the following:

3.2.1 Pendant Fixtures

Pendant fixtures shall conform to the requirements of TI 809-04, Chapter 10.

3.2.2 Ceiling Attached Fixtures

3.2.2.1 Surface-Mounted Fluorescent Fixtures

Surface-mounted fluorescent individual or continuous-row fixtures shall be attached to a seismic-resistant ceiling support system. Seismic protection for the fixtures shall conform to the requirements of Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

3.2.3 Assembly Mounted on Outlet Box

A supporting assembly, that is intended to be mounted on an outlet box, shall be designed to accommodate mounting features on 4 inch boxes, plaster rings, and fixture studs.

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3.2.4 Lateral Force

Structural requirements for light fixture bracing shall be in accordance with Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

END OF SECTION

SECTION 16415

ELECTRICAL WORK, INTERIOR

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C82.1 (1985; C82.1a; C82.1b; C82.1c; C82.1d; C82.1e; R 1992)
Specifications for Fluorescent Lamp Ballasts

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 1 (1995) Hard-Drawn Copper Wire

ASTM B 8 (1995) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM D 709 (1992; R 1997) Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (1997) National Electrical Safety Code

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (1993) Molded Case Circuit Breakers and Molded Case Switches

NEMA OS 1 (1989) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports

NEMA PB 1 (1990) Panelboards

NEMA ST 20 (1992) Dry-Type Transformers for General Applications

NEMA WD 1 (1983; R 1989) General Requirements for Wiring Devices

NEMA WD 6 (1988) Wiring Devices - Dimensional Requirements

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 6 (1997) Rigid Metal Conduit

UL 20 (1995; Rev thru Jan 1998) General-Use Snap Switches

UL 44 (1997; Rev Aug 1997) Thermoset-Insulated Wires and Cables

UL 67 (1993; Rev thru Nov 1995) Panelboards

UL 83 (1996; Rev Sep 1997) Thermoplastic-Insulated Wires and Cables

UL 360 (1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit

UL 467 (1993; Rev thru Aug 1996) Grounding and Bonding Equipment

UL 486A (1997) Wire Connectors and Soldering Lugs for Use with Copper Conductors

UL 486C (1997) Splicing Wire Connectors

UL 486E (1994; Rev thru Feb 1997) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors

UL 489 (1996; Rev thru Nov 1997) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures

UL 498 (1996; Rev thru Nov 1997) Attachment Plugs and Receptacles

UL 510 (1994; Rev thru Nov 1997) Insulating Tape

UL 514A (1996) Metallic Outlet Boxes

UL 514B (1997) Fittings for Conduit and Outlet Boxes

UL 542 (1994; Rev May 1997) Lampholders, Starters, and Starter Holders for Fluorescent Lamps

UL 797	(1993; Rev thru Mar 1997) Electrical Metallic Tubing
UL 935	(1995; Rev thru Apr 1997) Fluorescent-Lamp Ballasts
UL 943	(1993; Rev thru Mar 1997) Ground-Fault Circuit-Interrupters
UL 1570	(1995; Rev thru Jun 1997) Fluorescent Lighting Fixtures
UL Elec Const Dir	(1997) Electrical Construction Equipment Directory

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Lighting fixtures, outlets, and other equipment and materials shall be located to avoid interference with mechanical or structural features; otherwise, lighting fixtures shall be symmetrically located according to the room arrangement when uniform illumination is required, or asymmetrically located to suit conditions fixed by design and shown. Raceways, junction and outlet boxes, and lighting fixtures shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate electrical work with the HVAC and electrical drawings and specifications and provide power related wiring.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, Fixtures, and equipment in designated locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 NAMEPLATES

1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved non-adhesive stainless steel fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 inch
High Letters

Panelboards
Transformers
Motors

Each panel or similar assemblies shall be provided with a nameplate in addition to nameplates listed above, which shall be provided for individual compartments in the respective assembly, including nameplates which identify "future," "spare," and "dedicated".

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Onsite Test; G.

A detailed description of the Contractor's proposed procedures for on-site tests.

SD-02 Shop Drawings

Interior Electrical Equipment.

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams, and other information necessary to define the installation. Detail drawings shall show the rating of items and systems and how the components of an item and system are assembled, function together, and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall show physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit entrance, access requirements for installation and maintenance, physical size, electrical characteristics, support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded. Detail drawings shall as a minimum include:

- a. Transformers.
- b. Single line electrical diagrams including primary.
- c. Sway bracing for suspended luminaires.

Structural drawings showing the structural or physical features of major equipment items, components, assemblies, and structures, including types of supports for equipment and conductors. These drawings shall include accurately scaled or dimensioned outline and arrangement or layout drawings to show the physical size of equipment and components and the relative arrangement and physical connection of related components. Weights of equipment, components and assemblies shall be provided when required to verify the adequacy of design and proposed construction of supports. The appropriate detail drawings shall show the provisions for leveling, anchoring, and connecting all items during installation, and shall include any recommendations made by the manufacturer.

Electrical drawings including single-line and three-line diagrams, and schematics or elementary diagrams of each electrical system; internal wiring and field connection diagrams of each electrical device when published by the manufacturer; wiring diagrams of panels; interconnection diagrams that show the wiring between separate components of assemblies; field connection diagrams that show the termination of wiring routed between separate items of equipment; internal wiring diagrams of equipment showing wiring as actually provided for this project. Field wiring connections shall be clearly identified.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures, including changes in related portions of the project and the reasons why, shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

SD-03 Product Data

Fault Current and Protective Device Coordination Study; G.

The study shall be submitted along with protective device equipment submittals. No time extensions or similar contract modifications will be granted for work arising out of the requirements for this study. Approval of protective devices proposed shall be based on recommendations of this study. The Government shall not be held responsible for any changes to equipment, device ratings, settings, or additional labor for installation of equipment or devices ordered and/or procured prior to approval of the study.

Manufacturer's Catalog; G.

Data composed of catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents. As a minimum, include manufacturers' catalogs for the following:

- a. Transformers
- b. Panelboards
- c. Light Fixtures
- d. Molded-Case Circuit Breakers

Material, Equipment, and Fixture Lists.

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each item.

Installation Procedures; G.

Installation procedures for rotating equipment and transformers. Procedures shall include diagrams, instructions, and precautions required to install, adjust, calibrate, and test devices and equipment. As a minimum, include installation procedures for the following:

- a. Transformers
- b. Molded-case Circuit Breakers

SD-06 Test Reports

Factory Test Reports; G.

Six copies of the information described below in 8 1/2 x 11 inch binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The conditions specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.

Field Test Plan; G.

A detailed description of the Contractor's proposed procedures for onsite test submitted 20 days prior to testing the installed system. No field test will be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Field Test Reports; G.

Six copies of the information described below in 8 1/2 x 11 inch binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The conditions specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.
- h. Final position of controls and device settings.

SD-07 Certificates

Materials and Equipment; G.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. Items which are required to be listed and labeled in accordance with Underwriters Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

SD-11 Closeout Submittals

As-Built Drawings; G.

The as-built drawings shall be a record of the construction as installed. The drawings shall include all the information shown on the contract drawings, deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full-sized set of prints marked to reflect all deviations, changes, and modifications. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with NFPA 70, recommendations of the manufacturer, and as shown.

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

2.1.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

2.1.2 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, Type XHHW conforming to UL 44 with a minimum insulation thickness of 45 mil. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or higher, but size the wire ampacity at the 75 degree rating.

2.1.3 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.2 CIRCUIT BREAKERS

2.2.1 MOLDED-CASE CIRCUIT BREAKERS

Molded-case circuit breakers shall conform to NEMA AB 1 and UL 489 and UL 877 for circuit breakers and circuit breaker enclosures located in hazardous (classified) locations. Circuit breakers may be installed in panelboards.

2.2.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lug shall be listed for copper and aluminum conductors in accordance with UL 486E. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, non-tamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break over-center toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker

handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.2.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be at least equal to the available short-circuit current at the line terminals of the circuit breaker and correspond to the UL listed integrated short-circuit current rating specified for the panelboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with NEMA AB 1. Ratings shall be coordinated with system X/R ratio.

2.2.1.3 Cascade System Ratings (Series Rated Breakers)

Selection of circuit breakers interrupting ratings based on a "Series" rating is not acceptable. Each breaker must have independent ratings; (i.e., No other breakers shall be required in order to achieve the stated rating).

2.2.2 SWD Circuit Breakers

Circuit breakers rated 15 or 20 amperes and intended to switch 277 volts or less fluorescent lighting loads shall be marked "SWD."

2.2.3 HACR Circuit Breakers

Circuit breakers 100 amperes or below, 600 volts or less, intended to protect multi-motor and combination-load installations involved in heating, air conditioning, and refrigerating equipment shall be marked "Listed HACR Type."

2.3 CONDUIT AND TUBING

2.3.1 Electrical, Zinc-Coated Steel Metallic Tubing (EMT)

UL 797

2.3.2 Flexible Conduit, Steel and Plastic

General-purpose type, UL 1; liquid tight, UL 360, and UL 1660.

2.3.3 Intermediate Metal Conduit

UL 1242.

2.3.4 Rigid Metal Conduit

UL 6.

2.4 CONDUIT AND DEVICE BOXES AND FITTINGS

2.4.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514C.

2.4.2 Boxes, Switch (Enclosed), Surface-Mounted

UL 98.

2.4.3 Fittings for Conduit and Outlet Boxes

UL 514B.

2.5 CONNECTORS, WIRE PRESSURE

2.5.1 For Use With Copper Conductors

UL 486A.

2.6 ENCLOSURES

NEMA ICS 6.

2.6.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

2.7 FIXTURES, LIGHTING AND FIXTURE ACCESSORIES/COMPONENTS

The lighting fixture descriptions and individual specification requirements are in the “Lighting Fixture Specifications” at the end of this specification section. Its contents are an integral part of these specifications.

Fixtures, accessories and components, including ballasts, lampholders, lamps, starters and starter holders, shall conform to industry standards specified below.

2.7.1 Fixture, Auxiliary or Emergency

UL 924.

2.7.2 Fluorescent

- a. Fixture: UL 1570. Fixtures shall be plainly marked for proper lamp and ballast type to identify lamp diameter, wattage, color and start type. Marking shall be readily visible to service personnel, but not visible from normal viewing angles.
- b. Ballasts:
 - (1) Electronic Ballast. Electronic ballasts shall consist of a rectifier, high frequency inverter, and power control and regulation circuitry. The ballasts shall be UL listed, Class P, with a Class A sound rating and shall contain no PCBs. Ballasts shall meet 47 CFR 18 for electromagnetic interference and shall not interfere with the operation of other electrical equipment. Design shall withstand line transients per IEEE C62.41, Category A. Unless otherwise indicated, the minimum number of ballasts shall be used to serve each individual fixture, using one, two, three or four lamp ballasts. A single ballast may be used to serve multiple fixtures if they are continuous mounted, factory manufactured for that installation with an integral wireway, and are identically controlled.
 - (a) Light output regulation shall be +/- 10%.
 - (b) Voltage input regulation shall be +/- 10%.
 - (c) Lamp current crest factor shall be no more than 1.6.
 - (d) Ballast factor shall be not less than 85% nor more than 100%, unless otherwise indicated.
 - (e) A 60 Hz filter shall be provided. Flicker shall be no more than 10% with any lamp suitable for the ballast.
 - (f) Ballast case temperature shall not exceed 25 degree Celsius rise above 40 degree Celsius ambient, when tested in accordance with UL 935.
 - (g) Total harmonic distortion shall be in the range of 10-20%.
 - (h) Power factor shall not be less than 0.95.
 - (i) Ballasts shall operate at a frequency of 20 kHz or more.
 - (j) Operating filament voltage shall be 2.5 to 4.5 volts.
 - (k) Warranty. Three year full warranty including a \$10 labor allowance.

(l) Ballast Efficacy Factor (BEF) shall be in accordance with the following table. Ballasts and lamps shall be matching rapid start or instant start as indicated on the following table. If 32W-F32-T8 lamps and ballasts are used, they must be either all rapid start or all instant start.

ELECTRONIC FLUORESCENT BALLAST EFFICACY FACTORS*

LAMP TYPE	TYPE OF STARTER & LAMP	NOMINAL OPERATIONAL INPUT VOLTAGE	NUMBER OF LAMPS	MIN. BALLAST EFFICACY FACTOR
32W F32 T8	rapid or	120	1	2.4
	instant start		2	1.4

* For ballasts not specifically designed for use with dimming controls

The BEF is calculated using the formula:

$$\text{BEF} = \text{Ballast Factor (in percent)} / \text{Power Input}$$

Where Power Input = Total Wattage of Combined Lamps and Ballasts.

c. Lampholders, Starters, and Starter Holders: UL 542.

2.8 MOTOR CONTROLS

2.8.1 Solid-State Motor Overload Protection

All motors one-half H.P. and above shall be protected from motor overloads by adjustable solid state relays with Class 20 trip characteristics. Overload protection shall be provided integral with the motor controller or combination motor controller, and shall be rated in accordance with the requirements of NFPA 70. Class 10 overload relays shall be used on hermetically sealed, submersible pumps, and similar motors. All other fractional horse-power motors smaller than one-half H.P. shall be protected according to the requirements of NFPA 70.

2.8.2 Automatic Control Devices

Automatic control devices (such as thermostats, float or pressure switches) which control the starting and stopping of motors automatically, shall utilize a magnetic starter, with the automatic-control device actuating the pilot-control circuit.

2.9 PANELBOARDS

Dead-front construction, NEMA PB 1 and UL 67. Panelboards shall have copper bus and be of the bolt-on circuit breaker type. Series rated breakers shall not be used; see Specification Section 2.2.1.3 Cascade System Ratings. Provide sizes, types and ratings per the panel schedules on the drawings. Provide solid neutral bars and ground bars with enough capacity for one conductor for each terminal (i.e., no more than one wire per terminal). Panelboards shall be provided with an isolated neutral bus. Provide approximately 25% spare circuit breakers in each panel. Panel faces shall be painted to match the adjacent wall color.

2.10 RECEPTACLES

2.10.1 Heavy Duty Grade

NEMA WD 1. Devices shall conform to all requirements for heavy-duty receptacles.

2.10.2 Ground Fault Interrupters

UL 943, Class A or B.

2.10.3 NEMA Standard Receptacle Configurations

NEMA WD 6.

- a. Duplex, 20-Ampere, 125 Volt

20-ampere, non-locking: NEMA type 5-20R, locking: NEMA type L5-20R.

2.11 SPLICE, CONDUCTOR

UL 486C.

2.12 SNAP SWITCHES

UL 20.

2.13 TAPES

2.13.1 Plastic Tape

UL 510.

2.13.2 Rubber Tape

UL 510.

2.14 TRANSFORMERS

Three-phase transformers shall have two windings per phase. Full-capacity standard NEMA taps shall be provided in the primary windings of transformers unless otherwise indicated. Three-phase transformers shall be configured with delta-wye windings, except as indicated.

2.14.1 Transformers, Dry-Type

Transformers shall have 220 degrees C insulation system for transformers 15 kVA and greater and shall have 180 degrees C insulation system for transformers rated 10 kVA and less, with temperature rise not exceeding 150 degrees C under full-rated load in maximum ambient temperature of 40 degrees C. Transformers of 150 degrees C temperature rise shall be capable of carrying continuously 100 percent of nameplate kVA without exceeding insulation rating.

a. 600 Volt or Less Primary:

NEMA ST 20, UL 506, general purpose, dry-type, self-cooled, ventilated transformers shall be provided in NEMA 1 enclosure. Transformers shall be quiet type with maximum sound level at least 3 decibels less than NEMA standard level for transformer ratings indicated.

2.14.2 Average Sound Level

The average sound level in decibels (dB) of transformers shall not exceed the following dB level at 12 inches for the applicable kVA rating range listed unless otherwise indicated:

kVA Range	dB Sound Level
1-50	50

2.15 WIRING DEVICES

NEMA WD 1 for wiring devices, and NEMA WD 6 for dimensional requirements of wiring devices.

2.16 COORDINATED POWER SYSTEM PROTECTION

Analyses shall be prepared to demonstrate that the equipment and system constructed meet the specified requirements for equipment ratings, coordination, and protection. They shall include a load flow analysis, a fault current analysis, and protective device coordination study. The studies shall be performed by a registered professional engineer with demonstrated experience in power system coordination in the last three years. The Contractor shall provide a list of references complete with points of contact, addresses and telephone numbers. The selection of the engineer is subject to the approval of the Contracting Officer.

2.16.1 Scope of Analyses

The fault current analysis, and protective device coordination study shall begin at: the outdoor, pad-mounted transformer secondary buses and extend down to system buses where fault availability is 10,000 amperes (symmetrical) or less for building/facility 600 volt level distribution buses.

2.16.2 Determination of Facts

The time-current characteristics, features, and nameplate data for each existing protective device shall be determined and documented. The Contractor shall coordinate with the Project Office through the COR for fault current availability at the site.

2.16.3 Single Line Diagram

A single line diagram shall be prepared to show the electrical system buses, devices, transformation points, and all sources of fault current (including motor contributions). A fault-impedance diagram or a computer analysis diagram shall be provided. Each bus, device or transformation point shall have a unique identifier. Show impedance data on the fault-impedance diagram. Locations of switches, breakers, and circuit interrupting devices shall be shown on the diagram together with available fault data, and the device interrupting rating.

2.16.4 Fault Current Analysis

2.16.4.1 Method

The fault current analysis shall be performed in accordance with methods described in IEEE Std 242, and IEEE Std 399.

2.16.4.2 Data

Actual data shall be utilized in fault calculations. Bus characteristics and transformer impedances shall be those proposed. Data shall be documented in the report.

2.16.4.3 Fault Current Availability

Balanced three-phase fault, bolted line-to-line fault, and line-to-ground fault current values shall be provided at each voltage transformation point and at each power distribution bus. The maximum and minimum values of fault available at each location shall be shown in tabular form on the diagram or in the report.

2.16.5 Coordination Study

The study shall demonstrate that the maximum possible degree of selectivity has been obtained between devices specified, consistent with protection of equipment and conductors from damage from overloads and fault conditions. The study shall include a description of the coordination of the protective devices

in this project. Provide a written narrative that describes: which devices may operate in the event of a fault at each bus; the logic used to arrive at device ratings and settings; situation where system coordination is not achievable due to device limitations (an analysis of any device curves which order overlap); coordination between upstream and downstream devices; and relay settings. Recommendations to improve or enhance system reliability, and detail where such changes would involve additions or modifications to the contract and cost changes (addition or reduction) shall be provided. Composite coordination plots shall be provided on log-log graph paper.

2.16.6 Study Report

- a. The report shall include a narrative: the analyses performed; the bases and methods used; and the desired method of coordinated protection of the power system.
- b. The study shall include descriptive and technical data for existing devices and new protective devices proposed. The data shall include manufacturers published data, nameplate data, and definition of the fixed or adjustable features of the existing or new protective devices.
- c. The report shall document Base System data including system voltages, fault MVA, system X/R ratio, time-current characteristic curves, current transformer ratios, and relay device curves and protective device ratings and settings.
- d. The report shall contain fully coordinated composite time-current characteristic curves for each bus in the system, as required to ensure coordinated power system protection between protective devices or equipment. The report shall include recommended ratings and settings of all protective devices in tabulated form.
- e. The report shall provide the calculations performed for the analyses, including computer analysis programs utilized. The name of the software package, developer, and version number shall be provided.

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

3.1.1 Grounding Conductors

A green equipment grounding conductor, sized in accordance with NFPA 70 shall be provided in every conduit, regardless of the type of conduit. Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that

they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. In metal boxes where receptacles, switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper.

3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit. Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulation specified.

3.2.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 3/4 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to NFPA 70. Nonmetallic conduit and tubing may be used in damp, wet or corrosive locations when permitted by NFPA 70 and the conduit or tubing system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Electrical metallic tubing (EMT) may be installed only within building stud walls or above drop ceilings. EMT shall not be installed in damp or wet locations, or the air space of exterior masonry cavity walls. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies. Except as otherwise specified, IMC may be used as an option for rigid steel conduit in areas as permitted by NFPA 70. Apply firestopping sealant around raceway penetrations of fire-rated elevator shaft and walls to maintain 2-hour fire resistance rating of the assembly. Raceways shall not be installed under the firepits of boilers and furnaces and shall be kept 6 inches away from parallel runs of flues, steam pipes and hot-water pipes. Raceways crossing structural expansion joints or seismic joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding.

3.2.1.1 Pull Rope

A pull rope shall be inserted in each empty raceway. The pull rope shall have not less than 200 pounds per square inch tensile strength. Not less than 24 inches of slack shall be left at each end of the pull rope.

3.2.1.2 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided

where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.2.1.3 Supports

Metallic conduits and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts, except as noted on the drawings. Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional support for horizontal runs is not required when EMT rests on steel stud cutouts.

3.2.1.4 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

3.2.1.5 Exposed Risers

Exposed risers in wire shafts of multistory buildings shall be supported by U-clamp hangers at each floor level, and at intervals not to exceed 10 feet.

3.2.2 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.2.2.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long and of 277 volts more than 230 feet long, from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

3.2.2.2 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

- a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type connector. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless connector and insulated with tape or heat-shrink type insulating material equivalent to the conductor insulation.

3.2.2.3 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Where several feeders pass through a common pull box, the feeders shall be tagged to indicate clearly the electrical characteristics, circuit number, and panel designation. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

- a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for 3-phase and single-phase low voltage systems shall be as follows:

120/208-volt, 3-phase: Black(A), red(B), and blue(C).

277/480-volt, 3-phase: Yellow(A), Brown(B), and Orange(C).

120/240-volt, 1-phase: Black and red.

- b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 3 inches of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.
- c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved detail drawings. Hand lettering or marking is not acceptable.

3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only boxes listed in UL Elec Const Dir shall be used in fire rated walls.

3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors enclosed in box. Boxes for metallic raceways, 4 by 4 inch nominal size and smaller, shall be of the cast-metal hub type when located in normally wet locations or when flush and surface mounted on outside of exterior surfaces. Cast-metal boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Boxes for mounting lighting fixtures shall be not less than 4 inches square, or octagonal, except smaller boxes may be installed as required by fixture configuration, as approved. Cast-metal boxes with 3/32 inch wall thickness are acceptable. Large size boxes shall be NEMA 12 or as shown. Boxes in other locations shall be sheet steel, except that nonmetallic boxes may be used with nonmetallic conduit. Boxes for use in masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers.

3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by powder charge and provided with lock-washers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-

concrete beams or more than 3/4 inch into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted. In partitions of light steel construction, bar hangers with 1 inch long studs, mounted between metal wall studs or metal box mounting brackets shall be used to secure boxes to the building structure. When metal box mounting brackets are used, additional box support shall be provided on the side of the box opposite the brackets. This additional box support shall consist of a minimum 12 inch long section of wall stud, bracketed to the opposite side of the box and secured by two screws through the wallboard on each side of the stud. Metal screws may be used in lieu of the metal box mounting brackets.

3.3.3 Mounting in Walls, Ceilings, or Recessed Locations

In walls or ceilings of concrete, tile, or other non-combustible material, boxes shall be installed so that the edge of the box is not recessed more than 1/4 inch from the finished surface. Boxes mounted in combustible walls or ceiling material shall be mounted flush with the finished surface. The use of gypsum or plasterboard as a means of supporting boxes will not be permitted. Boxes installed for concealed wiring shall be provided with suitable extension rings or plaster covers, as required. The bottom of boxes installed in masonry-block walls for concealed wiring shall be mounted flush with the top of a block to minimize cutting of the blocks, and boxes shall be located horizontally to avoid cutting webs of block. Separate boxes shall be provided for flush or recessed fixtures when required by the fixture terminal operating temperature, and fixtures shall be readily removable for access to the boxes unless ceiling access panels are provided.

3.4 DEVICE PLATES

One-piece type device plates shall be provided for all outlets and fittings. Plates on unfinished walls or on fittings shall be of zinc-coated sheet steel or cast-metal plates on finished walls shall be of impact-resistant plastic and shall be ivory. Screws shall be of metal with countersunk heads, in a color to match the finish of the plate. Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1/16 inch. The use of sectional-type device plates will not be permitted. Plates installed in wet locations shall be gasketed and provided with a hinged, gasketed cover, unless otherwise specified.

3.5 RECEPTACLES

3.5.1 Single and Duplex, 15 or 20-ampere, 125 volt

Duplex receptacles shall be rated 20 amperes, 125 volts, two-pole, three-wire, grounding type with polarized parallel slots. Bodies shall be of ivory to match color of switch handles in the same room or to harmonize with the color of the respective wall, and supported by mounting strap having plaster ears. Contact arrangement shall be such that contact is made on two sides of an inserted blade. Receptacle shall be side- or back-wired with two screws per terminal. The third grounding pole shall be connected to the metal mounting yoke. Receptacles with ground fault circuit interrupters shall have the current

rating as indicated, and shall be UL Class A type unless otherwise shown. Ground fault circuit protection shall be provided as required by NFPA 70 and as indicated on the drawings.

3.5.2 Weatherproof Applications

Weatherproof receptacles shall be suitable for the environment, damp or wet as applicable, and the housings shall be labeled to identify the allowable use. Receptacles shall be marked in accordance with UL 514A for the type of use indicated; "Damp locations", "Wet Locations", "Wet Location Only When Cover Closed". Assemblies shall be installed in accordance with the manufacturer's recommendations.

3.5.2.1 Damp Locations

Receptacles in damp locations shall be mounted in an outlet box with a gasketed, weatherproof, cast-metal cover plate (device plate, box cover) and a gasketed cap (hood, receptacle cover) over each receptacle opening. The cap shall be either a screw-on type permanently attached to the cover plate by a short length of bead chain or shall be a flap type attached to the cover with a spring loaded hinge.

3.5.2.2 Wet Locations

Receptacles in wet locations shall be installed in an assembly rated for such use whether the plug is inserted or withdrawn, unless otherwise indicated. In a duplex installation, the receptacle cover shall be configured to shield the connections whether one or both receptacles are in use.

3.6 WALL SWITCHES

Wall switches shall be of the totally enclosed tumbler type. The wall switch handle and switch plate color shall be ivory. Wiring terminals shall be of the screw type or of the solderless pressure type having suitable conductor-release arrangement. Switches shall be rated 20-ampere, 120 or 277 vac as applicable.

3.7 PANELBOARDS

Circuit breakers and switches used as a motor disconnecting means shall be capable of being locked in the open position. Door locks shall be keyed alike. Nameplates shall be as approved. Directories shall be typed to indicate loads served by each circuit and mounted in a holder behind a clear protective covering.

3.8 MOTOR-DISCONNECT MEANS

Each motor shall be provided with a disconnecting means when required by NFPA 70 even though not indicated. For single-phase motors, a single or double pole toggle switch, rated only for alternating current, will be acceptable for capacities less than 30 amperes, provided the ampere rating of the switch is at least 125 percent of the motor rating. Switches shall disconnect all ungrounded conductors.

3.9 TRANSFORMER INSTALLATION

Three-phase transformers shall be connected only in a delta-wye configuration as indicated.

3.10 LAMPS AND LIGHTING FIXTURES

Ballasted fixtures shall have ballasts which are compatible with the specific type and rating of lamps indicated and shall comply with the applicable provisions of the publications referenced.

3.10.1 Lamps

Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed in the fixtures just prior to the completion of the project.

3.10.1.1 Fluorescent

Fluorescent lamps for electronic ballasts shall be as indicated.

3.10.2 Fixture Accessories

3.10.2.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be provided for proper installation. Open type fluorescent fixtures with exposed lamps shall have a wire-basket type guard.

3.10.2.2 Suspended Fixtures

Suspended fixtures shall be provided with swivel hangers in order to ensure a plumb installation. Pendants, rods, or chains 4 feet or longer excluding fixture, shall be braced to limit swinging. Bracing shall be 3 directional, 120 degrees apart. Single unit suspended fluorescent fixtures shall have twin-stem hangers. Multiple unit or continuous-row fluorescent units shall have a tubing or stem for wiring at one point, and a tubing or rod suspension provided for each length of chassis including one at each end. Maximum distance between adjacent tubing or stems shall be 10 feet. Rods shall be of not less than 3/16-inch diameter. Flexible raceway shall be installed to each fixture from an overhead junction box. Fixture to fixture wiring installation is allowed only when fixtures are installed end to end in a continuous run.

3.10.2.3 Ceiling Fixtures

Ceiling fixtures shall be coordinated with and suitable for installation in, on, or from the suspended ceiling provided under other sections of these specifications. Installation and support of fixtures shall be in accordance with the NFPA 70 and manufacturer's recommendations. Recessed fixtures shall have adjustable fittings to permit alignment with ceiling panels. Recessed fixtures installed in fire-resistive type of suspended ceiling construction shall have the same fire rating as the ceiling or shall be provided with fireproofing boxes having materials of the same fire rating as the ceiling panels, in conformance

with UL Elec Const Dir. Surface-mounted fixtures shall be suitable for fastening to the structural support for ceiling panels.

3.11 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.11.1 Motors and Motor Control

Motors and motor controls shall be installed in accordance with NFPA 70, the manufacturer's recommendations, and as indicated. Wiring shall be extended to motors and motor controls and terminated.

3.12 CIRCUIT PROTECTIVE DEVICES

The Contractor shall calibrate, adjust, set and test each new adjustable circuit protective device to ensure that they will function properly prior to the initial energization of the new power system under actual operating conditions.

3.13 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be provided under Section 09900 PAINTING, GENERAL.

3.14 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

3.15 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 10 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspection recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed,

personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.15.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.15.2 Cable Tests

The Contractor shall be responsible for identifying all equipment and devices that could be damaged by application of the test voltage and ensuring that they have been properly disconnected prior to performing insulation resistance testing. An insulation resistance test shall be performed on all low voltage cables, including existing cables indicated to be re-used, after the cables are installed in their final configuration and prior to energization. The test voltage shall be 500 volts DC applied for one minute between each conductor and ground and between all possible combinations of conductors. The minimum value of resistance shall be:

$$R \text{ in meg-ohms} = (\text{rated voltage in kV} + 1) \times 1000 / (\text{length of cable in feet})$$

Each cable failing this test shall be repaired or replaced. The repaired cable system shall then be re-tested until failures have been eliminated.

3.15.2.1 Low Voltage Cable Tests

- a. Continuity test.
- b. Insulation resistance test.

3.15.3 Motor Tests

- a. Phase rotation test to ensure proper directions.
- b. High potential test on each winding to ground.
- c. Insulation resistance of each winding to ground.
- d. Vibration test.
- e. Dielectric absorption test on motor and starter.

3.15.4 Dry-Type Transformer Tests

The following field tests shall be performed on all dry-type transformers 15 kVA and above].

- a. Insulation resistance test phase-to-ground, each phase.
- b. Turns ratio test.

3.15.5 Circuit Breaker Tests

The following field tests shall be performed on circuit breakers.

3.15.5.1 Circuit Breakers, Molded Case

- a. Insulation resistance test phase-to-phase, all combinations.
- b. Insulation resistance test phase-to-ground, each phase.
- c. Closed breaker contact resistance test.
- d. Manual operation of the breaker.

3.16 OPERATING TESTS

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph FIELD TEST REPORTS.

3.17 FIELD SERVICE

3.17.1 Onsite Training

The Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training requirements are specified in Section 01820 DEMONSTRATION AND TRAINING.

3.17.2 Installation Engineer

After delivery of the equipment, the Contractor shall furnish one or more field engineers, regularly employed by the equipment manufacturer to supervise the installation of equipment, assist in the performance of the onsite tests, oversee initial operations, and instruct personnel as to the operational and maintenance features of the equipment.

3.18 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

01024
POWERHOUSE AND INTAKE ELEVATOR MODERNIZATION
CHIEF JOSEPH DAM, BRIDGEPORT, WA

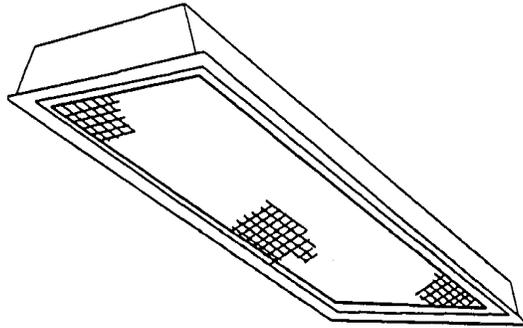
LIGHTING FIXTURE SPECIFICATIONS



TYPE F1/ F1E
4' LONG, GENERAL PURPOSE INDUSTRIAL

Die-embossed reflector shall be constructed CRS, with white enamel finish. Pressure-lock lamp holders shall be enclosed in snap-in turret housing. Metal parts shall be die-formed from code-gage steel. Provide each fixture with (2) slide clamp hangers. Ballast shall be electronic, HPF, thermally-protected, resetting, Class P, sound rating A, CBM certified, and UL listed. Fixtures shall either be surface mounted or provided with double stem hangars as required on the drawings. Wiring shall be AWM, TFN, or THHN wire used throughout, rated for required temperatures. Finish shall be five-stage, iron-phosphate pre-treatment to ensure superior paint adhesion and rust resistance. Channel and reflector shall be finished after fabrication with electro-statically applied polyester powder enamel (85% gloss, 89% reflectance). Fixture shall be rated 120 Volt. Fixture shall have (2) 32 Watt F32T8 lamps. Fixture shall be provided with wire guards. Fixture shall be U.L. listed. Fixture shall be Lithonia EJ 2 32 120 GEB10RS (DSH24 as required) series or equal.

Type F1E shall be identical to the above except it shall be provided with an emergency battery pack as follows: Fixture shall include a sealed, maintenance free nickel-cadmium battery capable of delivering 90 minutes of back-up power. Fixture shall include a constant-current charger capable of recharging within 24 hours after a 90 minute discharge. Fixture shall be U.L. listed and meet NFPA 101.



TYPE F2
2' X 2', LAY-IN, NON AIR TROFFER

Housing shall be die formed steel. Fixture shall be suitable for lay-in installation. Lens door shall be retained by cam action latches, easily removed without tools and hinged from either side of fixture. Lens door shall be retained in position with integral lens clips. Lens door frame shall be CRS. Lens shall be pattern 12 prismatic acrylic, 0.125 inches thick. Ballast shall be thermally protected, resetting, Class P, high power factor, electronic, sound rating A, CBM/ETL certified, UL listed. Fixture shall be rated 120 Volt. Fixture shall be provided with 2-hour fire rating or shall be provided with fireproofing boxes having materials of the same fire rating as the ceiling panels. Fixture shall have (2) 31 Watt T8 U-type lamps. Fixture shall be Lithonia 2GT8 2 U31 A12 120 GEB10RS or equal.

END OF SECTION