



IFB No. DACW67-03-B-0003

**US Army Corps
of Engineers®**

Seattle District

Renovate Small Lock Guard Gates, Lake Washington Ship Canal

Seattle, Washington

Service Solicitation and Specifications

This is a 100% Small Business Set-Aside

November 2002

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THIS PROCUREMENT IS:

100% set-aside for Small Business

SITE VISIT:

A one time site visit for bidders is scheduled for Tuesday, December 3, 2002 at 10:00 a.m. Local Time. Bidders wishing to visit the site shall meet at the Administration Building at the Hiram M. Chittenden Locks, Lake Washington Ship Canal, Seattle, Washington. The point of contact at the locks will be Dennis Fitzpatrick.

BIDDERS 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

Susan Newby (206)764-6780

susan.f.newby@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 BIDDERS !!!

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 Plans Room representative listed on the Information Page.
4. **AMENDED PAGES:** If any of the amendments furnished amended pages, the amended pages must be used in submitting your offer.
5. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?
6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of **EXTRA TIME.** Transmission by Fax to this office is **NOT ACCEPTABLE.**
7. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12 Standard Form 33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.
8. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in section I. Lack of registration in the CCR database will make offeror ineligible for award. Information on how to register and the time it takes are detailed in the clause.

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DACW67-03-B-0002	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 22 Nov 02	6. REQUISITION/PURCHASE NO. W68MD9-2280-8799
7. ISSUED BY USA Engineer District, Seattle ATTN: CENWS-CT PO Box 3755, Seattle, WA 98124-3755		CODE	8. ADDRESS OFFER TO (If other than Item 7) See Item 7 or Handcarry to:		Seattle District, USACE 4735 E. Marginal Way South Seattle, WA 98134
Tel: 206-764-6853		Fax: 206-764-6817			

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Preston Room, Second Floor, Column C-5 until 2:00 PM local time 23 Dec 2002
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Susan F. Newby	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206)764-6780
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()		ITEM		
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5004		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE
		<i>(Signature of Contracting Officer)</i>		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

CORPORATE CERTIFICATE

I, _____, 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	In-Lock Welding of Foundation Casting and Face of Reaction Girder:				
0001AA	First 100 LB of Weld Wire	100	LB	\$_____	\$_____
0001AB	Over 100 LB of Weld Wire	100	LB	\$_____	\$_____
0002	Lock Wall Concrete Repair	1	JOB	L.S.	\$_____
0003	Downstream Slot Concrete Removal	1	JOB	L.S.	\$_____
0004	Install and Seal Stoplogs at Upstream Location	1	JOB	L.S.	\$_____
0005	Remove 4 Existing Hatches and Install 4 Lockable Hatch Covers	1	JOB	L.S.	\$_____
0006	Install and Seal Upstream Guard Gates	1	JOB	L.S.	\$_____
0007	Install and Seal Stoplogs at Downstream Location	1	JOB	L.S.	\$_____
0008	Removal and Disposal of Existing Downstream Guard Gates	1	JOB	L.S.	\$_____
0009	Install and Seal Downstream Guard Gates	1	JOB	L.S.	\$_____
				TOTAL	\$_____

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Section C - Descriptions and Specifications

The attached Sections and Statement of Work are hereby incorporated and made a part of this solicitation.

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Section E - Inspection and Acceptance

TABLE OF CONTENTS

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-15	Certificate of Conformance	APR 1984

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52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

- (a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials

necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the ____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via ____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

Section G - Contract Administration Data

INSTRUCTIONS TO PAYING OFFICE

SECTION G

CONTRACT ADMINISTRATION

1. CONTRACT ADMINISTRATION DATA:

Seattle District, Corps of Engineers
ATTN: CENWS-CT-CB-CU
Post Office Box 3755
Seattle, Washington 98124-3755

Name: Susan Newby
Phone: (206) 764-6780

Contracting Officer Representative (COR): To be determined at time of award.

2. Invoice Submittal:

Original + 2 copies to USACE Finance Center
ATTN: CEFC-AD-P
5720 Integrity Drive
Millington, Tennessee 38054-5005

One copy to: Seattle District, Corps of Engineers
ATTN: (COR)
Post Office Box 3755
Seattle, WA 98124-3755

3. Accounting and Appropriation Data: Will be available at time of award.

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Section I - Contract Clauses

TABLE OF CONTENTS

52.202-1	Definitions	DEC 2001
52.203-3	Anti-Kickback Procedures	JUL 1995
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment Of Claims (Jan 1986) – Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.245-1	Property Records	APR 1984

52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts	SEP 2001
252.232-7004	DOD Progress Payment Rates	FEB 1996
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

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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)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

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

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)

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

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

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

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(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)

52.222-21 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)

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

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

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

Executive and top management means any employee--

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

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

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

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

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

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

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

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

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

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

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

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

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

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e.,

appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

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

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29

CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(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)

52.225-13 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)

52.229-3 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)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated

in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-16 PROGRESS PAYMENTS (FEB 2002) ALTERNATE I (MAR 2000)

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

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

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

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

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

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

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

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

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

(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 amount of unliquidated progress payments may exceed neither

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

(l) Due date. The designated payment office will make progress payments on the **Error! Reference source not found.** days 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)

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

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

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

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

(End of clause)

52.232-33 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)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(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)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may

receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

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

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

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

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

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

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

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
 - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.
- (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--
- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
 - (ii) Title to all other material shall pass to and vest in the Government upon--
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

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

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

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

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

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

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

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

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

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

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

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

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

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(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)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7004 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)

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

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

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)

252.232-7004 DOD PROGRESS PAYMENT RATES (FEB 1996)

- (a) If the contractor is a large business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (including paragraph (k), Limitations on Unfinalized Contract Actions) to 75 percent.
- (b) If the contractor is a small business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.
- (c) If the contractor is a small disadvantaged business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 95 percent.

(b) The above rates are the customary uniform progress payment rates for DoD contracts.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

 (Official's Name)

 (Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

SECTION J

LIST OF ATTACHMENTS

Section 00800 Special Clauses, pages 00800-i thru 00800-10

Design Authentication

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TABLE OF CONTENTS

SPECIAL CLAUSES

<u>PARAGRAPH NO.</u>	<u>PARAGRAPH TITLE</u>
SC-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
SC-1.1	<u>DELETED</u> - OPTION FOR INCREASED QUANTITY
SC-2	LIQUIDATED DAMAGES
SC-3	TIME EXTENSIONS
SC-4	VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
SC-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
SC-6	CONTINUING CONTRACTS
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	PHYSICAL DATA
SC-9	<u>DELETED</u> - QUANTITY SURVEYS
SC-10	<u>DELETED</u> - LAYOUT OF WORK
SC-11	<u>DELETED</u> - PAYMENT FOR MOBILIZATION AND DEMOBILIZATION
SC-12	<u>DELETED</u> - AIRFIELD SAFETY PRECAUTIONS
SC-13	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
SC-14	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-15	PAYMENT FOR MATERIALS DELIVERED OFF-SITE
SC-16	<u>DELETED</u> - ORDER OF PRECEDENCE
SC-17	<u>DELETED</u> - LIMITATION OF PAYMENT FOR DESIGN
SC-18	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-19.	<u>DELETED</u> - TECHNICAL PROPOSAL - COPIES TO BE FURNISHED UPON AWARD
SC-20.	<u>DELETED</u> - COMPLIANCE CERTIFICATION
SC-21.	<u>DELETED</u> - VALUE ENGINEERING
SC-22.	<u>DELETED</u> - EPA ENERGY STAR
SC-23	<u>DELETED</u> - RECOVERED MATERIALS

SECTION 00800

SPECIAL CLAUSES

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

SC-1.1 The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 25 April 2003. The time stated for completion shall include final cleanup of the premises. The notice to proceed will be issued not later than 7 January 2003. See Sections 01501, paragraphs 1.7, CONSTRUCTION SEQUENCING AND SCHEDULING and 1.8, ACCESS.

SC-2. LIQUIDATED DAMAGES

(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 \$1,162.00 for each day of delay until the work is completed or accepted.

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

SC-3. TIME EXTENSIONS (Sept 2000) (FAR 52.211-13): Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)
(EFARS 52.211-5001): This variation in estimated quantities clause is applicable only to Item No. 0001.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items No. 0001 is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0001 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items No. 0001 exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for

performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (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.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

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

(2) General Liability.

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

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

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

policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. CONTINUING CONTRACTS (EFARS 52.232-5001) (MAR 1995):

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$500,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract..

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the

estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due, or to become due, under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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

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

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the

jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9 THROUGH SC-12 DELETED.

SC-13. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) (FAR 52.245-3): The Government will furnish to the Contractor the property identified in the schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished to the Contractor at the place designated by the Contracting Officer. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the jobsite at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract. Point of Contact for Government Furnished Property is John Post, phone (206) 789-2622, ext. 201.

(b) For purposes of calculating the amount of Washington State Use Tax to be included in his bid; the Contractor shall use an estimated value of \$1,819,000 for Government-furnished Contractor-installed (GF/CI) equipment/property. Ultimately the actual cost of equipment furnished will be used to adjust the final contract amount by modification to reflect the user tax excluding Contractor markups, actually paid by the Contractor for GF/CI equipment schedule.

SCHEDULE

<u>QUANTITY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>VALUE (TOTAL)</u>
4	New Guard Gates	Per drawings	\$1,396,000
See Drawings	Castings	See Reference Drawings R-21 through R-26	\$ 423,000

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 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 THROUGH SC-17. DELETED

SC-18. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

- (1) Large scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-23. DELETED

INDEX OF DRAWINGS

FILE NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
Renovate Small Lock Guard Gates, Hiram M. Chittenden Locks, Lake Washington Ship Canal, Seattle, Washington					
GENERAL					
C-2-4-309	1	G-1	Title Sheet, Area and Vicinity Maps		01NOV'02
	2	G-2	Drawing Index, Abbreviations and Legend		01NOV'02
	3	G-3	Location Map		01NOV'02
STRUCTURAL					
	4	S-1	Appurtenant Parts Schedules, Structural Notes and Typical Details		01NOV'02
	5	S-2	Upstream and Downstream Sill Plans		01NOV'02
	6	S-3	Upstream and Downstream Sills, Sections and Details		01NOV'02
	7	S-4	Downstream Slots Demolition and Upstream North Guidewall Repair Details		01NOV'02

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.

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
Lake Washington Canal - Gates for 30 Ft. Locks				
	R1	Details of Anchorage		20DEC31
	R2	Details and Assembly of Pintle & Castings		20DEC31
Lake Washington Canal - 30' x 150' Lock				
	R3	Foot Walk		13AUG02
Lake Washington Canal				

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
	R4	Gates for 30 & 80 Ft. Locks, Details of Sill on Masonry		12JUL26
	R5	Small Lock Wall Section		12FEB
	R6	River Wall Below Small Lock		20DEC31
	R7	Miter Wall, Culvert & Gate Recesses for Small Lock		13MAR
	R8	River Wall at Middle Lock Gate		13AUG25
	R9	Small Lock River Wall of Lower Gates		20DEC31
	R10	Small Lock River Wall of Upper Gates		13AUG26
		Concrete Lift Dam		
		Land and River Walls of Large Lock		
	R11	Elevation 125 to 130 Plan		1913
	R12	Section Showing Lower Guard Gates		1913
		Construct Small Lock Guard Gate Appurtenances		
C-2-4-308	R13	Gate Anchorage Components Plans Sections and Detail		02APR15
C-2-4-308	R14	Quoin Post Reaction Castings Plans and Sections		02APR15
C-2-4-308	R15	Reaction Bearing Castings Plans and Sections		02APR15
C-2-4-308	R16	Miter Post Reaction Castings and Miter Bearing Bars Plans and Sections		02APR15
C-2-4-308	R17	Pintle Assembly Components Plans and Section		
		Puget Sound Naval Shipyard Upstream Guard Gates		
	R18	General Notes and List Materials I		01NOV23
	R19	Elevations I		01NOV23
	R20	Elevations II		01NOV23
	R21	Sections and Details I		01NOV23
	R22	Sections and Details II		01NOV23
	R23	List of Materials II		01NOV23
		Puget Sound Naval Shipyard Downstream Guard Gates		
	R24	General Notes and List Materials I		02JAN14

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
	R25	Elevations I		02JAN14
	R26	Elevations II		02JAN14
	R27	Sections and Details I		02JAN14
	R28	Elevations and Details		02JAN14
	R29	List of Materials II		02JAN14
Puger Sound Naval Shipyard Downstream Closure Bulkheads				
	R30	Closure Bulkheads Fabrication and Modification		01NOV2
	R31	Closure Bulkheads, Plan and Elevations		01NOV2
	R32	Closure Bulkheads, Sections and Details		01NOV2
	R33	Closure Bulkheads and Details		01NOV2
Lake Washington Canal				
	R34	Small Lock Gates Pintel and Busning		01JUL44
	R35	Small Lock Eyebar		03MAR98

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

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

1, 2, & 3	Civil Works Project Identification Sign	REV 07APR88
1	Hard Hat Sign	10SEP90

END OF SECTION

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DESIGN AUTHENTICATION

Renovate Small Lock Guard Gates Lake Washington Ship Canal Seattle, Washington

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.



Maj. John G. Buck, P.E.
Project Manager



Dean Schmidt
Chief, Tech. Engineering and Review



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



Rick L. Moshier, PE
Chief, Engineering and Construction Division

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

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Section K - Representations, Certifications and Other Statements of Offerors

TABLE OF CONTENTS

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1	Small Business Program Representations	APR 2002
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
52.225-2	Buy American Act Certificate	MAY 2002
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.247-7022	Representation of Extent of Transportation of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The offeror certifies that --
- (c) 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,
- (1) 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.

(d) 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)

52.209-5 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)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.

(2) The small business size standard is \$6.0 Million.

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

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

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

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

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

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

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

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

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

or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-22 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)

52.225-2 BUY AMERICAN ACT CERTIFICATE (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic and products.

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

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)

Section L - Instructions, Conditions and Notices to Bidders

TABLE OF CONTENTS

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-9	Failure To Submit Bid	JUL 1995
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-4001	Public Opening of Bids	JAN 2000
52.214-4002	Modifications Prior to Date Set for Opening Bids	JAN 2000
52.214-4013	Period of Services	JAN 2000
52.214-4021	Award	DEC 1999
52.214-5000	Apparent Clerical Mistakes	MAY 1999
52.216-1	Type of Contract	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

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)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

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

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

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

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

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

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

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

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

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

(End of provision)

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

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

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

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

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

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

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

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

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

(End of provision)

52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

(End of provision)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

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

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

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

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids 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.
- (c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

Public Opening of Bids

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

Modifications Prior to Date Set for Opening Bids

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

Period of Services

- a. The period of service hereunder shall commence on the date of award and shall end as specified in the Statement of Work.
- b. The Contractor shall insure that all contract work is completed and that submittals are made in accordance with the time allowances and progress schedule set forth in the Statement of Work.
- c. The schedule is subject to adjustment by the Contracting Officer or his duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

Award (52.214-4021)

Notwithstanding any other provisions of this solicitation, the Government intends to make award to only one bidder. Failure to include a price for all items in the schedule will result in the bid/offer being rejected as nonresponsive.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

NOTICE OF WAGE DETERMINATION

Contract awarded as a result of this solicitation will be subject to Wage Determination Number 1977-1136, Revision 20, dated 14 September 2000 for Diving Classifications, and Wage Determination Number 94-2563, Revision 22, dated 9 October 2002 for King County, Washington. A copy of the current wage determination is attached to this solicitation, and Standard Form 98 has been submitted to Department of Labor for the current Diving Classifications. Upon receipt of newer revision of Wage Determination will be issued by an amendment.

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WAGE DETERMINATION NO: 94-2563 REV (22) AREA: WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (22) AREA: WA, SEATTLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2563
Director | Wage Determinations | Revision No.: 22
Date Of Last Revision: 10/09/2002

State: Washington Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.81
Accounting Clerk II	12.13
Accounting Clerk III	14.11
Accounting Clerk IV	16.28
Court Reporter	14.40
Dispatcher, Motor Vehicle	14.40
Document Preparation Clerk	12.37
Duplicating Machine Operator	12.37
Film/Tape Librarian	13.09
General Clerk I	8.76
General Clerk II	9.71
General Clerk III	13.68
General Clerk IV	15.04
Housing Referral Assistant	16.86
Key Entry Operator I	10.40
Key Entry Operator II	12.69
Messenger (Courier)	9.84
Order Clerk I	11.11
Order Clerk II	14.69
Personnel Assistant (Employment) I	11.55
Personnel Assistant (Employment) II	12.96
Personnel Assistant (Employment) III	14.42
Personnel Assistant (Employment) IV	16.80
Production Control Clerk	17.59
Rental Clerk	12.12
Scheduler, Maintenance	13.94
Secretary I	13.66
Secretary II	13.84
Secretary III	15.39
Secretary IV	19.75
Secretary V	24.91
Service Order Dispatcher	13.05
Stenographer I	12.96
Stenographer II	14.79
Supply Technician	19.90
Survey Worker (Interviewer)	14.16
Switchboard Operator-Receptionist	10.94

Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	11.10
Travel Clerk II	11.95
Travel Clerk III	12.62
Word Processor I	12.37
Word Processor II	14.79
Word Processor III	18.65
Automatic Data Processing Occupations	
Computer Data Librarian	12.65
Computer Operator I	13.61
Computer Operator II	14.63
Computer Operator III	17.60
Computer Operator IV	19.89
Computer Operator V	22.02
Computer Programmer I (1)	14.08
Computer Programmer II (1)	18.02
Computer Programmer III (1)	24.05
Computer Programmer IV (1)	25.04
Computer Systems Analyst I (1)	23.36
Computer Systems Analyst II (1)	26.42
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.70
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.30
Automotive Glass Installer	19.94
Automotive Worker	19.94
Electrician, Automotive	20.60
Mobile Equipment Servicer	18.61
Motor Equipment Metal Mechanic	21.30
Motor Equipment Metal Worker	19.94
Motor Vehicle Mechanic	21.24
Motor Vehicle Mechanic Helper	17.93
Motor Vehicle Upholstery Worker	19.28
Motor Vehicle Wrecker	19.94
Painter, Automotive	20.60
Radiator Repair Specialist	19.94
Tire Repairer	16.61
Transmission Repair Specialist	21.30
Food Preparation and Service Occupations	
Baker	12.65
Cook I	11.03
Cook II	11.82
Dishwasher	9.55
Food Service Worker	9.38
Meat Cutter	14.95
Waiter/Waitress	11.91
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	21.06
Furniture Handler	16.94
Furniture Refinisher	21.06
Furniture Refinisher Helper	18.25
Furniture Repairer, Minor	19.54
Upholsterer	21.06
General Services and Support Occupations	
Cleaner, Vehicles	10.33
Elevator Operator	10.38

Gardener	12.10
House Keeping Aid I	8.97
House Keeping Aid II	10.12
Janitor	10.38
Laborer, Grounds Maintenance	11.83
Maid or Houseman	8.97
Pest Controller	13.39
Refuse Collector	10.79
Tractor Operator	12.23
Window Cleaner	10.89
Health Occupations	
Dental Assistant	13.44
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.23
Licensed Practical Nurse I	13.30
Licensed Practical Nurse II	14.93
Licensed Practical Nurse III	16.71
Medical Assistant	11.94
Medical Laboratory Technician	13.13
Medical Record Clerk	12.97
Medical Record Technician	14.57
Nursing Assistant I	7.54
Nursing Assistant II	9.28
Nursing Assistant III	10.62
Nursing Assistant IV	12.55
Pharmacy Technician	13.43
Phlebotomist	10.89
Registered Nurse I	20.30
Registered Nurse II	24.76
Registered Nurse II, Specialist	24.76
Registered Nurse III	29.43
Registered Nurse III, Anesthetist	29.43
Registered Nurse IV	32.95
Information and Arts Occupations	
Audiovisual Librarian	15.88
Exhibits Specialist I	17.94
Exhibits Specialist II	20.46
Exhibits Specialist III	25.16
Illustrator I	17.52
Illustrator II	19.98
Illustrator III	24.58
Librarian	24.06
Library Technician	14.86
Photographer I	14.55
Photographer II	18.36
Photographer III	20.53
Photographer IV	25.25
Photographer V	31.04
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.15
Counter Attendant	8.15
Dry Cleaner	10.35
Finisher, Flatwork, Machine	8.15
Presser, Hand	8.15
Presser, Machine, Drycleaning	8.15
Presser, Machine, Shirts	8.15
Presser, Machine, Wearing Apparel, Laundry	8.15
Sewing Machine Operator	11.09

Tailor	11.83
Washer, Machine	8.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	21.09
Tool and Die Maker	23.67
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	18.70
Material Coordinator	18.01
Material Expediter	18.01
Material Handling Laborer	15.16
Order Filler	11.48
Production Line Worker (Food Processing)	15.63
Shipping Packer	14.33
Shipping/Receiving Clerk	14.33
Stock Clerk (Shelf Stocker; Store Worker II)	15.07
Store Worker I	12.36
Tools and Parts Attendant	18.57
Warehouse Specialist	16.71
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.71
Aircraft Mechanic Helper	18.25
Aircraft Quality Control Inspector	27.53
Aircraft Servicer	19.54
Aircraft Worker	20.41
Appliance Mechanic	21.06
Bicycle Repairer	18.25
Cable Splicer	25.98
Carpenter, Maintenance	21.66
Carpet Layer	24.05
Electrician, Maintenance	25.80
Electronics Technician, Maintenance I	21.05
Electronics Technician, Maintenance II	22.59
Electronics Technician, Maintenance III	27.85
Fabric Worker	19.54
Fire Alarm System Mechanic	21.71
Fire Extinguisher Repairer	18.89
Fuel Distribution System Mechanic	21.71
General Maintenance Worker	17.86
Heating, Refrigeration and Air Conditioning Mechanic	22.88
Heavy Equipment Mechanic	21.71
Heavy Equipment Operator	23.43
Instrument Mechanic	21.71
Laborer	11.17
Locksmith	20.96
Machinery Maintenance Mechanic	21.75
Machinist, Maintenance	20.97
Maintenance Trades Helper	17.93
Millwright	24.28
Office Appliance Repairer	21.06
Painter, Aircraft	21.06
Painter, Maintenance	21.06
Pipefitter, Maintenance	25.13
Plumber, Maintenance	23.38
Pneudraulic Systems Mechanic	21.71
Rigger	21.71
Scale Mechanic	20.41

Sheet-Metal Worker, Maintenance	21.71
Small Engine Mechanic	18.55
Telecommunication Mechanic I	21.71
Telecommunication Mechanic II	22.37
Telephone Lineman	21.71
Welder, Combination, Maintenance	21.71
Well Driller	21.71
Woodcraft Worker	21.71
Woodworker	18.89
Miscellaneous Occupations	
Animal Caretaker	10.90
Carnival Equipment Operator	10.66
Carnival Equipment Repairer	11.07
Carnival Worker	9.38
Cashier	10.49
Desk Clerk	10.81
Embalmer	20.16
Lifeguard	9.70
Mortician	19.34
Park Attendant (Aide)	12.18
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.92
Recreation Specialist	14.96
Recycling Worker	12.29
Sales Clerk	12.14
School Crossing Guard (Crosswalk Attendant)	10.16
Sport Official	10.04
Survey Party Chief (Chief of Party)	21.28
Surveying Aide	12.26
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
Swimming Pool Operator	14.18
Vending Machine Attendant	13.52
Vending Machine Repairer	13.64
Vending Machine Repairer Helper	13.52
Personal Needs Occupations	
Child Care Attendant	8.83
Child Care Center Clerk	11.01
Chore Aid	9.06
Homemaker	15.35
Plant and System Operation Occupations	
Boiler Tender	23.01
Sewage Plant Operator	22.35
Stationary Engineer	23.01
Ventilation Equipment Tender	18.25
Water Treatment Plant Operator	23.20
Protective Service Occupations	
Alarm Monitor	15.95
Corrections Officer	18.69
Court Security Officer	23.51
Detention Officer	23.51
Firefighter	23.53
Guard I	8.56
Guard II	15.40
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.39
Hatch Tender	17.39
Line Handler	17.39

Stevedore I	15.28
Stevedore II	16.33
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.03
Air Traffic Control Specialist, Station (2)	20.02
Air Traffic Control Specialist, Terminal (2)	22.05
Archeological Technician I	15.83
Archeological Technician II	17.71
Archeological Technician III	21.93
Cartographic Technician	21.52
Civil Engineering Technician	22.12
Computer Based Training (CBT) Specialist/ Instructor	23.42
Drafter I	13.24
Drafter II	15.55
Drafter III	20.19
Drafter IV	21.93
Engineering Technician I	14.80
Engineering Technician II	16.61
Engineering Technician III	19.95
Engineering Technician IV	24.62
Engineering Technician V	29.65
Engineering Technician VI	35.87
Environmental Technician	19.26
Flight Simulator/Instructor (Pilot)	26.42
Graphic Artist	23.71
Instructor	19.36
Laboratory Technician	16.13
Mathematical Technician	20.53
Paralegal/Legal Assistant I	14.31
Paralegal/Legal Assistant II	17.66
Paralegal/Legal Assistant III	19.49
Paralegal/Legal Assistant IV	26.11
Photooptics Technician	20.53
Technical Writer	22.52
Unexploded (UXO) Safety Escort	18.45
Unexploded (UXO) Sweep Personnel	18.45
Unexploded Ordnance (UXO) Technician I	18.45
Unexploded Ordnance (UXO) Technician II	22.32
Unexploded Ordnance (UXO) Technician III	26.76
Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
Weather Observer, Senior (3)	20.48
Weather Observer, Upper Air (3)	18.32
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.95
Parking and Lot Attendant	9.33
Shuttle Bus Driver	11.29
Taxi Driver	8.98
Truckdriver, Heavy Truck	17.54
Truckdriver, Light Truck	10.26
Truckdriver, Medium Truck	17.28
Truckdriver, Tractor-Trailer	17.54

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal

facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of

basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a

week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is

considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed

in a position that represents a high degree of hazard when working with or in close

proximity to ordinance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-

house activities involving propellants or explosives. Demilitarization, modification,

renovation, demolition, and maintenance operations on sensitive ordnance, explosives and

incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents

a low degree of hazard when working with, or in close proximity to ordnance, (or employees

possibly adjacent to) explosives and incendiary materials which involves potential injury

such as laceration of hands, face, or arms of the employee engaged in the operation,

irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent

work area or equipment being used. All operations involving, unloading, storage, and

hauling of ordnance, explosive, and incendiary ordnance material other than small arms

ammunition. These differentials are only applicable to work that has been specifically

designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by

the terms of the Government contract, by the employer, by the state or local law, etc.),

the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such

uniforms is an expense that may not be borne by an employee where such cost reduces the

hourly rate below that required by the wage determination. The Department of Labor will

accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate

number of uniforms without cost or to reimburse employees for the actual cost of the

uniforms. In addition, where uniform cleaning and maintenance is made the responsibility

of the employee, all contractors and subcontractors subject to this wage determination

shall (in the absence of a bona fide collective bargaining agreement providing for a

different amount, or the furnishing of contrary affirmative proof as to the actual cost),

reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of

"wash and wear" materials, may be routinely washed and dried with other personal garments,

and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service

Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the

Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the

Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not

listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications

listed in the wage determination. Such conformed classes of employees shall be paid the

monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or

fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF

1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate),

including

information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

1087
U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No. 1977-1136
Revision No. 20
Date of Last Revision 09/14/2000

NATIONWIDE: This wage determination applies to the continental U.S., Alaska, and Hawaii

NEW ENGLAND AREA: From the border of New Brunswick, Canada down to longitude that is parallel to the border between Massachusetts and Rhode Island so as to include Nantucket Island and Martha's Vineyard

NEW YORK AREA: From the above down to the line between Monmouth and Ocean Counties, New Jersey

SOUTHEAST AREA: From the above to the Southern tip of Florida

GULF OF MEXICO AREA: All land areas adjacent to the Gulf of Mexico, except Gulf of Mexico area in Texas and Louisiana

SOUTHERN CALIFORNIA AND HAWAII AREA: From the border of Mexico to a line starting from the border between San Luis Obispo and Monterey Counties, California parallel to the latitudinal lines, including Hawaii

NORTHERN CALIFORNIA AREA: From the above longitudinal parallel line extending out from the border of Oregon and California

OREGON AREA: From the above longitudinal parallel line extending out from the border of Washington and Oregon

WASHINGTON AREA: From the above to a longitudinal parallel line extending out from the border of Canada and Washington

ALASKA AREA: Alaska Coastline

** Fringe Benefits Required Follow the Occupational Listing **

Employed on contract for diving services

OCCUPATION TITLE	MINIMUM WAGE RATE
Diver	
Alaska Area - Stand-by Diver	28.40
Gulf of Mexico Area - Diver/Helper	18.51
Gulf of Mexico Area - Journeyman Diver	24.84
New England Area	34.04
Oregon Area - Diver	55.15
Oregon Area - Stand-by Diver	24.71
Southern California Area - Diver-Diving (wet pay) (\$438.09 per day)	54.76
Southern California Area - Stand-by-Diver (\$219.04 per day)	27.15
Washington Area - Diver	60.52
Washington Area - Stand-by Diver	30.26
Northern California Area, plus \$90.00 per day/shift	26.95 Daily
Southeast Area	212.00 Daily
Diver Tender	
Alaska Area - Assistant Tender	24.34
Alaska Area - Tender	27.40
New England Area	24.29

New York Area	26 04
Northern California Area - Assistant Tender	26 95
Northern California Area - Tender	26 95
Oregon Area	24 71
Southeast Area	20 53
Southern California Area	26 38
Washington Area	26 92

Divers and Tenders shall be paid a minimum of 8 hours for any part of a shift (consisting of 8 hours)

Diver can negotiate pay under the following conditions
 For dives deeper than depths specified
 For special penetration situations

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS

NEW ENGLAND AREA Fringe Benefits

Divers and tenders shall be paid a minimum of 8 hours for any part of a shift (consisting of 8 hours)

DEPTH PAY Over 60 ft - 100 ft - \$ 55/ft /day
 Over 101 ft - 150 ft - \$1 05/ft /day
 Over 151 ft - 200 ft - \$1 60/ft /day
 Over 200 ft - Diver/negotiated

PENETRATION PAY 1 ft - 150 ft - \$ 55/ft
 151 ft and over - \$ 80/ft
 Special situation - subject to negotiation

HEALTH AND WELFARE \$3 47 per hour

PENSION \$3 10 per hour

ANNUITY \$4 00 per hour

APPRENTICESHIP \$ 30

NEW YORK AREA Fringe Benefits

AIR DIVES 060-74 FT \$ 25/ft /day from and over 60 ft.
 75-125 FT \$ 78/ft /day from and over 75 ft.

MIXED GAS DIVES 75-125 FT \$ 78/ft /day from and over 75 ft.

AIR & MIXED GAS DIVES Over 125 ft - diver negotiated

HEALTH AND WELFARE \$8 40 per hour

VACATION \$4 10 per hour

PENSION \$3 09 per hour

ANNUITY \$4 00 per hour

APPRENTICESHIP \$ 50 per hour

SUPPLEMENTAL \$ 04 per hour

Hull cleaning and underwater shiphusbandry service may be compensated

at an hourly rate of \$26.50 - \$212.00/8 hours

SOUTHEAST AREA Fringe Benefits

A diver, when using his/her own equipment, shall receive \$40.00/day

DEPTH PAY 060 - 100 ft - \$ 50/ft extra per day
Over - 100 ft - Diver negotiated

HEALTH AND WELFARE \$2.29 per hour.

PENSION \$1.50 per hour

APPRENTICESHIP \$ 10 per hour

GULF OF MEXICO AREA (except areas in Texas and Louisiana) Fringe benefits

HAZARD PAY \$35.00 per eight hours shift for divers where work involves entry into any area where vertical ascent is not possible (tunnels, wrecks, etc.), live boating (diving from a moving vessel) or blasting

DEPTH PAY 050 - 100 ft - \$1.00/ft
100 - 150 ft - \$2.00/ft
151 - 200 ft - \$3.00/ft
201 - 250 ft - \$4.00/ft
251 - 350 ft - \$6.00/ft
351 - 400 ft - \$7.00/ft
401 - 500 ft - \$8.00/ft
500 ft and over - Diver negotiated but not less than \$8.00/ft.

HEALTH AND WELFARE \$2.26 per hour

APPRENTICE TRAINING \$0.16 per hour

PENSION \$1.32 per hour

SOUTHERN CALIFORNIA AND HAWAII AREA Fringe Benefits:

The listed wage rates are for depths up to and including 50 feet

DEPTH PAY 050 - 100 ft - \$1.50/ft /day
101 - 150 ft - \$2.00/ft /day
151 - 200 ft - \$2.50/ft /day
221 - Deeper \$3.00

TUNNEL OR PIPE PAY (based on distance traveled from the entrance):

150 - 200 ft - an additional \$10.00/day
201 - 250 ft - an additional \$10.00/day
251-300 ft - an additional \$10.00/day
Each succeeding 50 ft, or part thereof, an additional \$20.00. These premiums are per day, midnight to midnight

Where diver is unable to stand erect in tunnel or pipe

005 - 50 ft - \$3.00/day
051 - 100 ft - an additional \$3.00/day
101 - 150 ft - an additional \$3.00/day
151 - 200 ft - an additional \$6.00
In excess of 200 ft an additional \$1.00 per ft

HEALTH AND WELFARE \$2.30 per hour

VACATION \$2 02 per hour

PENSION \$1 01 per hour

APPRENTICE TRAINING \$ 30 per hour

NORTHERN CALIFORNIA AREA Fringe benefits.

DEPTH PAY 050 - 100 ft - \$1 32/ft
 100 - 150 ft - \$66 00 plus \$1 85/ft
 150 - 200 ft - \$158 00 plus 2 65/ft
 Over 200 ft - Diver negotiated

TUNNEL OR PIPE PAY (based on distance traveled from the entrance)
 005 - 50 ft - \$2 68/day
 050 - 100 ft - \$5 37/day
 100 - 150 ft - \$10 73/day
 Each succeeding 50 ft - an additional \$5 30/day

Where diver is unable to stand erect in tunnel or pipe:

005 - 50 ft - \$2 98/day
 050 - 100 ft - \$5 96/day
 100 - 150 ft - \$13 29/day
 150 - 200 ft - \$40 55/day
 200 - 300 ft - an additional \$ 60/ft
 300 - 450 ft - an additional \$1 19/ft
 450 - 600 ft - an additional \$2 08/ft

TENDER DEPTH PAY

Over 50 ft - \$ 15/ft
 100 - 150 ft - \$7 50 plus \$ 18/ft
 150 - 200 ft - \$16 50 plus \$ 20/ft
 Over 200 ft - Tender negotiated

HEALTH AND WELFARE \$3 905 per hour

VACATION \$2 55 per hour

PENSION \$1 95 per hour

APPRENTICE TRAINING \$ 31 per hour

ANNUITY \$4 00 per hour

When the diver uses and furnishes his/her own gear, he/she shall receive
 \$30 00/day plus \$20 00/day for use of his/her own compressor; plus
 \$15 00/day for use of his/her own torch

OREGON AREA Fringe benefits

DEPTH PAY 050 - 100 ft - \$1 00/ft
 101 - 150 ft - \$1 50/ft
 151 - 200 ft - \$2 00/ft
 Over 200 ft - Diver negotiated

TUNNEL PAY (tunnel, pipe, or other enclosure in which there is
 no vertical escape based on distance traveled from the entrance):

005 - 50 ft - \$4 00/day
 050 - 100 ft - \$5 00/day
 100 - 150 ft - \$8 00/day
 150 - 200 ft - \$20 00/day
 200 - 300 ft - \$ 40/ft
 300 - 450 ft - \$ 80/ft

450 - 600 ft - \$1.60/ft
Over 600 ft - Diver negotiated

HEALTH AND WELFARE \$3.28 per hour

PENSION: \$2.50 per hour

APPRENTICE TRAINING \$.22 per hour

DRUG TEST: \$.10 per hour

WASHINGTON AREA Fringe benefits

DEPTH PAY 050 - 100 ft - \$1.00/ft
100 - 175 ft - \$2.25/ft
175 - 250 ft - \$5.50/ft
Over 250 ft - Diver negotiated

TUNNEL OR PIPE PAY (based on distance traveled from the entrance)

001 - 050 ft - \$2.00/day
050 - 100 ft - \$4.00/day
100 - 150 ft - \$8.00/day
150 - 200 ft - \$32.00/day
200 - 300 ft - An additional \$.40/ft
300 - 450 ft - An additional \$.80/ft
450 - 600 ft - An additional \$1.60/ft

HEALTH AND WELFARE \$2.70 per hour

PENSION \$3.22 an hour

APPRENTICE TRAINING \$.35 per hour

ALASKA AREA Fringe benefits

DEPTH PAY 050 - 100 ft - \$1.00/ft
101 - 200 ft - \$2.00/ft
Over 200 Divers negotiated

HELIUM - OXYGEN SURFACE DIVING DEPTH PAY:

200 - 250 ft - \$3.00/ft
251 - 300 ft - \$4.00/ft

TUNNEL OR PIPE PAY (based on distance traveled from the entrance):

005 - 050 ft - \$1.00/day
050 - 100 ft - \$2.00/day
100 - 150 ft - \$3.00/day
Over 150 ft - Diver negotiated

HEALTH AND WELFARE \$3.50 per hour

PENSION \$4.50 per hour

APPRENTICE TRAINING \$.40 per hour

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6(C)(vi)). When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Section M - Evaluation Factors for Award

EVALUATION OF BIDS/OFFERS – ALL OR NONE

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

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TABLE OF CONTENTS
TECHNICAL SPECIFICATIONS

Section
No.

Section Title

DIVISION 1 - GENERAL REQUIREMENTS

01001	Supplementary Requirements
01005	Site Specific Supplementary Requirements
01035	Modification Procedures
01061	Environmental Protection
01270	Measurement and Payment
01330	Submittal Procedures
01501	Project Facilities and Temporary Controls
01702	As Built Records and Drawings

DIVISION 2 - SITEWORK

02220	Demolition
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DIVISION 3 - CONCRETE

03101	Formwork for Concrete
03200	Concrete Reinforcement
03301	Cast-in-Place Structural Concrete (Hatch Frame Openings)
03305	Concrete Repair

DIVISION 4 (Not Applicable)

DIVISION 5 - METALS

05055	Metalwork Fabrication, Machine Work and Miscellaneous Provisions
05502	Miscellaneous Metals, Standard Articles, Shop Fabricated Items
05902	Gate Removal, Inspection, Assembly, Testing and Erection

DIVISION 6 - WOOD AND PLASTICS

06100	Timber Construction
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DIVISIONS 7 THROUGH 16 (Not Applicable)

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SECTION 01001

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

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

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

1.2 SCHEDULING

1.2.1 PROGRESS CHARTS AND STATUS REPORTS

1.2.1.1 The proposed Progress Chart shall be prepared on ENG Form 2454. Additional instructions are obtained in INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to the Contractor by the Contracting Officer. This manual is available for inspection in the Office of the Seattle District, Corps of Engineers 4735 East Marginal Way South, Seattle, Washington.

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

- (a) Site Work
- (b) Concrete
- (c) Metals
- (d) Finishes

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

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

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

1.3 CORRESPONDENCE

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

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

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

1.3.4 For submission of Contractor payment requests, See Section 01270, PAYMENT.

1.4 CONTRACTOR'S FILES

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

1.5 IDENTIFICATION OF EMPLOYEES (1984 APR OCE):

The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of the employee.

1.6 SPECIAL SAFETY REQUIREMENTS:

In addition to Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

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

(1) Replace paragraph 01.D.02c with the following:
"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:
"An injury resulting in a lost workday."

1.7 NOT USED

1.8 SALVAGE MATERIALS AND EQUIPMENT FOR THE GOVERNMENT

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment, and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care. Point of contact concerning Government salvaged items is John Post, Telephone (206) 789-2622 ext. 240.

1.9 COMPLIANCE WITH DAVIS-BACON ACT

1.9.1 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.

1.9.2 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.

1.9.3 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

SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

1. CONDUCT OF WORK

1.1 COORDINATION AND WORK HOURS

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

1.1.2 Work hours in the work area will be restricted to 7:00 a.m. to 3:30 p.m. daily, Monday through Friday, excluding holidays. The Contractor shall not access the Hiram M. Chittenden Locks, Lake Washington Ship Canal, project before 7:00 a.m. and shall be off site before or by 3:30 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 (Also see SECTION 01501: PROJECT FACILITIES AND TEMPORARY CONTROLS.)

1.2.1 Contractor's Vehicles

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

1.2.2 Contractor Employee Privately-Owned Vehicles

The parking of privately-owned vehicles (POV's) of Contractor personnel is prohibited inside the second fence of the Hiram M. Chittenden Locks, Lake Washington Ship Canal project as shown on the drawings.

1.2.3 When keys are required for access to the site and to the facilities on this project site, the Contractor shall obtain the keys through the Contracting Officer.

1.2.3.1 The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

1.2.3.2 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the completed areas shall be returned.

1.2.3.3 Should the Contractor lose a key:

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

b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

1.3 CONTRACTOR SECURITY

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

2. PERSONNEL IDENTIFICATION

2.1 EMPLOYEE LISTING

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

2.2 Identification Credentials

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

Contractor Identification and Card Number Indicating Employees:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Full Name | <input type="checkbox"/> Height |
| <input type="checkbox"/> Current Address | <input type="checkbox"/> Weight |
| <input type="checkbox"/> Birth Date | <input type="checkbox"/> Hair Color |
| <input type="checkbox"/> Recent Photograph | <input type="checkbox"/> Eye Color |

2.3 Employee Termination

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

2.4 Access Control

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

3. UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Interruption of power in the control tower and operating houses nos. 1, 2, 3, 4, and the control tower will not be permitted.

4. PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property, 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 work generated dust, debris, water, and vibration.

END OF SECTION

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SECTION 01035

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01061

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

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

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

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
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WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1
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1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during work. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of the work. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents.

1.2.4 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.5 Waters of the United States

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

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 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:

Pework Submittals

Environmental Protection Plan; G

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. The Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.

e. Drawings showing locations of equipment/material staging and storage areas, and sanitary facilities on the site.

f. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

g. 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 Facility Response Personnel 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.

h. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

i. 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.

j. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from work activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water,

hydrostatic test water, and water used in flushing of lines. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations. The Government has ensured NEPA, ESA, CZMA, and National Historic Preservation Act compliance for the work contained herein.

3.2 LAND RESOURCES

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

3.2.1 Work Area Limits

Monuments and markers shall be protected before operations commence. Where operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved.

3.3 WATER RESOURCES

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

3.4 AIR RESOURCES

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

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from work activities; and processing and preparation of materials, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. Particulate control shall be performed as the work

proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

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

3.4.3 Sound Intrusions

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

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 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 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 30 days in accordance with the

Environmental Protection Agency and the Department of Transportation laws and regulations. Proper documentation of removal will be furnished to the Contracting Officer and the Facility Hazardous Waste Manager. 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. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.6.4 Fuel and Lubricants

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

3.6.5 Waste Water

Disposal of waste water shall be as specified below.

a. Waste water from work activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the work related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

b. Water generated from the flushing of lines after hydrostatic testing shall be discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator.

3.7 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other work related activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.8 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.9 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.10 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time work activities create the particular pollutant.

3.11 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contract or personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.12 CLEANUP

The Contractor shall clean up all areas used for work in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary facilities such as work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of work prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

END OF SECTION

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SECTION 01270

MEASUREMENT AND 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 surveying 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 MEASUREMENT

1.2.1 Weld wire shall be measured in pounds. Measurement of the amount of weld wire used shall be the weight of the welding rod used minus the weight of the stubs/scrap left over.

1.3 PAYMENT

1.3.1 ITEM 0001

Payment will be made at the contract unit prices for Item No. 0001, In-Lock Welding of Foundation Casting and Face of Reaction Girder, payment of which shall constitute full compensation for Item No. 0001, complete.

1.3.2 ITEM 0002

Payment will be made at the contract lump sum price for Item No. 0002, Lock Wall Concrete Repair, payment of which shall constitute full compensation for Item No. 0002, complete.

1.3.3 ITEM 0003

Payment will be made at the contract lump sum price for Item No. 0003, Downstream Slot Concrete Removal, payment of which shall constitute full compensation for Item No. 0003, complete.

1.3.4 ITEM 0004

Payment will be made at the contract lump sum price for Item No. 0004, Install and Seal Stoplogs at Upstream Location, payment of which shall constitute full compensation for Item No. 0004, complete.

1.3.5 ITEM 0005

Payment will be made at the contract lump sum price for Item No. 0005, Remove 4 Existing Hatches and Install 4 Lockable Hatch Covers, payment of which shall constitute full compensation for Item No. 0005, complete.

1.3.6 ITEM 0006

Payment will be made at the contract lump sum price for Item No. 0006, Install and Seal Upstream Guard Gates, payment of which shall constitute full compensation for Item No. 0006, complete.

1.3.7 ITEM 0007

Payment will be made at the contract lump sum price for Item No. 0007, Install and Seal Stoplogs at Downstream Location, payment of which shall constitute full compensation for Item No. 0007, complete.

1.3.8 ITEM 0008

Payment will be made at the contract lump sum price for Item No. 0008, Removal and Disposal of Existing Downstream Guard Gates, payment of which shall constitute full compensation for Item No. 0008, complete.

1.3.9 ITEM 0009

Payment will be made at the contract lump sum price for Item No. 0009, Install and Seal Downstream Guard Gates, payment of which shall constitute full compensation for Item No. 0009, complete.

1.4 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.

1.4.1 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.

1.4.2 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.

1.4.3 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

02038/II
Rehabilitate Small Lock Guard Gates, LWSC

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. 5. INVOICE NO.
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE From: To:
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -
<p>11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that</p> <p>(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract;</p> <p>(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</p> <p>(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.</p> <p>_____</p> <p>(Signature) (Title) (Date)</p>	
<p>12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable):</p> <p>_____ Updated Progress Chart/Schedule</p> <p>_____ Progress Narrative</p> <p>_____ Certified Payrolls (submitted weekly)</p> <p>_____ Safety Exposure Report</p> <p>_____ Updated Submittal Register</p> <p>_____ Progress Photos</p> <p>_____ Subcontractor/Employee Listings</p>	<p>(FOR GOVERNMENT USE ONLY)</p> <p>Retainage: _____% Amt.: \$_____</p> <p>Withholdings: \$_____</p> <p>Reason: _____ _____</p> <p>Following items are current:</p> <p>As-Builts _____ Yes _____ No</p> <p>O & M Manuals _____ Yes _____ No</p> <p>1354 Data _____ Yes _____ No</p> <p>Submittal Register _____ Yes _____ No</p>

END OF SECTION

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

Before any submittals are sent to the Contracting Officer (CO), the Contractor shall meet with the CO and develop an approved preliminary submittal register, ENG Form 4288. The contractor shall provide a suitable electronic copy for import to the RMS system prior to the submittal coordination meeting. 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 CO. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval, but require submission, 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."

- For Contractor Only (KIO)

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 be included on the register and shall not be submitted to the COR. For these items, the contractor shall maintain a separate method of tracking and make them available at the appropriate preparatory inspection(s).

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 CO 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 Prewrite Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Progress Schedule.
- Submittal register.
- 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 that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.3 APPROVED SUBMITTALS

The approval of submittals by the CO shall not be construed as a complete check, but will indicate only that the general method of work, 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 completion 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 CO 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 CO.

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)

An electronic copy of the submittal register - ENG Form 4288 – for Divisions 1 through 16 in a format compatible for import into RMS shall be provided by the Contractor (electronic ENG Form 4288 template available from the Contracting Officer) and a hard copy shall be further 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. A blank ENG Form 4288 is attached at the end of this 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 this Form 4288. 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 CO. 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 CO, 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 CO'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 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

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)

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SECTION 01501

PROJECT FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge for work done at the site. 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 work.

1.1.2 Electricity

Electric power will be made available by the Government, without charge, to the Contractor for performing work at the site. 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 for temporary electrical service to the worksite, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the work. Extension of up to 100 amperes, 240 volts, shall be from space in existing distribution panel in the basement of operating house 4. Extensions of up to 15 amperes, 120 volts, may be from existing receptacle circuits in the large lock service gate machinery pits.

1.2 SANITARY PROVISIONS

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.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

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

1.3.2 Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electrical Code.

1.3.3 Submittals

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

1.4 FIRE PROTECTION

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

1.5 STAGING AREA

Contractor will be provided adequate open staging area as directed by the Contracting Officer. Area is unsecured, and Contractor shall make provisions for its own security.

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

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

1.6 HOUSEKEEPING AND CLEANUP

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

1.7 CONSTRUCTION SEQUENCING AND SCHEDULING

1.7.1 Small Lock Closure and Dewatering Schedule

The Contracting Officer will give notice to the Contractor 30 days in advance of initial lock closure and 60 days in advance of all other closures and/or dewaterings of the small locks in accordance with the following schedule. Closure dates shown below shall be considered exact dates subject to conditions existing at time of award and any changes to the schedule will be furnished by the Contracting Officer. Under no circumstances will the small locks be closed between the dates of 25 April and Labor Day, nor during the period of large lock closure (17 days from mid November to early December).

1.7.1.1 Small Lock Closure: Government will close the small locks to boat traffic from 17 February 2003 through 25 April 2003. All work, except concrete demolition, shall be completed during this period. The first two days, 17 and 18 February 2003, is reserved for the Contractor to install and seal five closure bulkheads in the upstream slots. The third day is reserved for the Government to dewater between the upstream closure bulkheads and the downstream guard gate. The Contractor shall then perform all work on the upstream guard gates. The Contractor shall adjust the fit of the guard gates as needed. The Government will dewater the chamber as needed to test the gate fit. Following completion of all work at the upstream gate location, the contractor shall remove the five closure bulkheads. The Contractor shall then place and seal ten closure bulkheads in the downstream slots. The Government will require one day to dewater the locks once the bulkheads are sealed. The contractor may then use the remainder of the closure to complete all work at the downstream location. The Contractor shall adjust the fit of the guard gates as needed. The Government will dewater the chamber as needed to test the gate fit. Following completion of the downstream work and placement of the downstream guard gates into service, the contractor shall return all ten stoplogs to their storage locations as directed by the Contracting Officer's Representative. Five stoplogs are stored near the upstream slot, five are stored in the Government facility on the north shore.

1.7.2 Large Lock Outages

Except for the annual shutdown and dewatering of the large lock for maintenance by Lake Washington Ship Canal project personnel, no outage of the large lock for longer than 8 consecutive hours shall be permitted outside of the contiguous period 15 November to 15 January. The annual shutdown and dewatering usually takes place during the 14 consecutive days prior to the first Saturday following Thanksgiving. Any on-site activities that require the large lock to be dewatered shall be scheduled and shall be completed during the annual shutdown. The Contractor will be permitted to request in writing, and subject to Contracting Officer approval, the following types and durations of large lock outages:

<u>OUTAGE</u>	<u>NOTICE REQUIRED</u>	<u>RESTRICTIONS</u>
No longer than 2 hours, to raise or lower water level, to winch a gate open or closed, or to access over water either wall of the large lock, and then to restore the lock to service	48 hours	Not more frequent than 2 per week, and not during the annual shutdown and dewatering
No longer than 8 hours	14 days	Not more frequent than 1 per month
No longer than 12 hours	104 days	Not outside the period 15 November to 15 January

An outage shall be defined as any period of time that the large lock is out of service. No combination of outages longer than 8 hours shall be more frequent than 1 per month.

1.7.3 IN-WATER DEMOLITION

In-water concrete removal shall be done only during the period 16 July 2002 through 15 February 2003.

1.7.4 OTHER WORK DURING THIS CONTRACT

The Puget Sound Naval Shipyard (PSNS) will remove and dispose of the upstream small lock guard gates either prior to or during the course of this contract (one day max.).

1.7.5 GATE REMOVAL

The upstream gates shall be removed first (work to be done by PSNS). The downstream gates shall be removed without the lock chamber being dewatered.

1.8 ACCESS

1.8.1 General

No access to the Hiram M. Chittenden Locks, Lake Washington Ship Canal, for any on-site activities shall be permitted or shall occur prior to 1 November for any work period. No access to the Hiram M. Chittenden Locks for any on-site construction activities shall be permitted or shall occur after the completion dates established in these specifications. On or after 1 November and before any established completion date, access for work activities will be provided as follows.

1.8.1.1 Overland access to the north (land) wall of the large lock shall be restricted to the route west of the boathouse as designated on the drawings.

1.8.1.2 Over water access to the north (land) wall and to the south (river) wall of the large lock will be permitted subject to the requirements of paragraph Large Lock Outages, above. No over water access will be permitted outside the navigational boundaries for the large lock. Maximum vessel size and draft shall be restricted to 250 feet and 30 feet, respectively. Moorage for a

maximum of 1 (one) vessel will be made available to the Contractor, but only for the duration of Contractor's on-site construction activities, on the north side of the east guide pier and/or at the maintenance pier as designated on the drawings.

1.8.1.3 Contractor's vehicles, materials, and equipment on both the north (land) and south (river) walls of the large lock shall be restricted to the maximum load condition of a uniform live load of 100 psf.

1.9 PROJECT SIGN

Contractor shall furnish and install one project identification sign and one safety performance sign in accordance with conditions hereinafter specified and layout shown on drawings attached at end of this section, except Corps communication mark will be Government furnished. Corps communication mark shall be secured with galvanized screws. All lettering shall be block type, upper case. Letters shall be painted black on white background using exterior-type paint. Sign shall be maintained in excellent condition throughout life of job. Project signs shall be located as directed. Upon completion of project, signs shall be removed and shall remain the property of Contractor except Corps communication mark will remain property of the Government.

1.10 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, September 1996, 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. 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.

1.11 PLANNING MEETINGS

For the duration of Contractor's on-site work activities, the Contractor shall attend a weekly scheduling meeting with the Contracting Officer's Representative and a representative of the Lake Washington Ship Canal project. The first such meeting shall occur one week prior to the start of the Contractor's on-site work activities. During the meeting, the Contractor shall be required to present in writing, and discuss his specific plans for, the following 2-week period. The first week's schedule shall be firm and the second weeks' schedule may be tentative and subject to change as conditions warrant. The schedule shall be detailed describing planned work activities, crew sizes and locations, and any utility and access restrictions to project operations which may be caused by planned work. Scheduling of outages no longer than 8 hours in duration will be performed at this meeting. This weekly meeting is in addition to the work progress charts or network analysis submission requirements.

1.12 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 Lake Washington Ship Canal project personnel may require a clearance to protect either project equipment or employees from the release of hazardous energy. Any work performed which

requires taking project operating equipment out of service shall be done only after a formal clearance is obtained from the Contracting Officer. The Contractor shall develop and shall be responsible for implementing the Contractor's own safe clearance procedures for the work required for this contract. Control of hazardous energy and safe clearance procedures shall be in accordance with EM 385-1-1, September 1996, US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL. Contractor's Hazardous Energy Control Plan shall be submitted to the Contracting Officer for Government approval within 30 days of notice to proceed and in accordance with the submittal requirements of Section SUBMITTALS. Clearance shall not be violated by Contractor personnel. Any violation of safe clearance procedures will be grounds for requesting the removal of the offender(s) from the project site.

1.13 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the work limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. If such utilities will interfere with the Contractor's operations, he shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay. The types of utilities the Contractor may encounter are waterlines, sewerlines (storm and sanitary), communication lines, and powerlines. These utilities may be active or abandoned utilities.

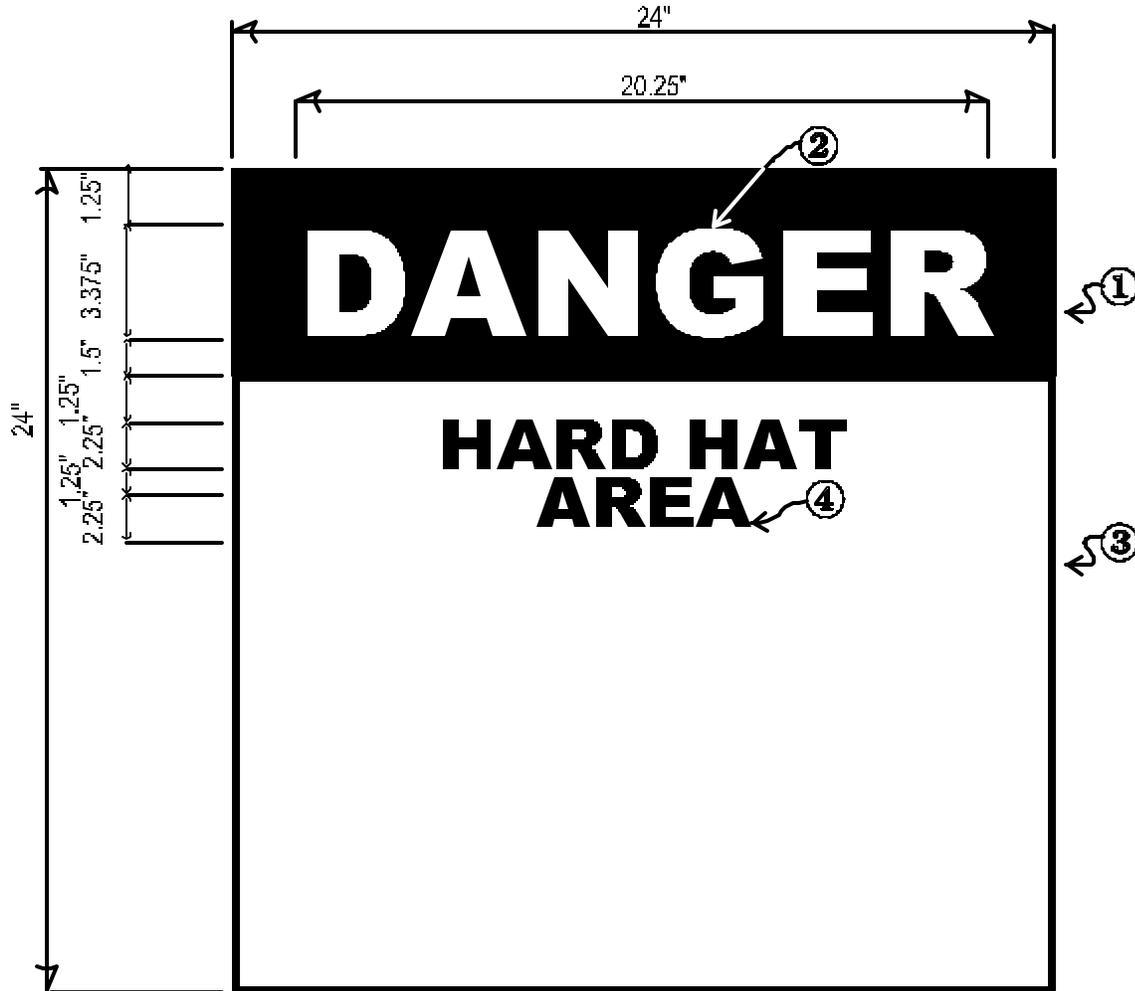
1.14 HARD HAT SIGNS

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.

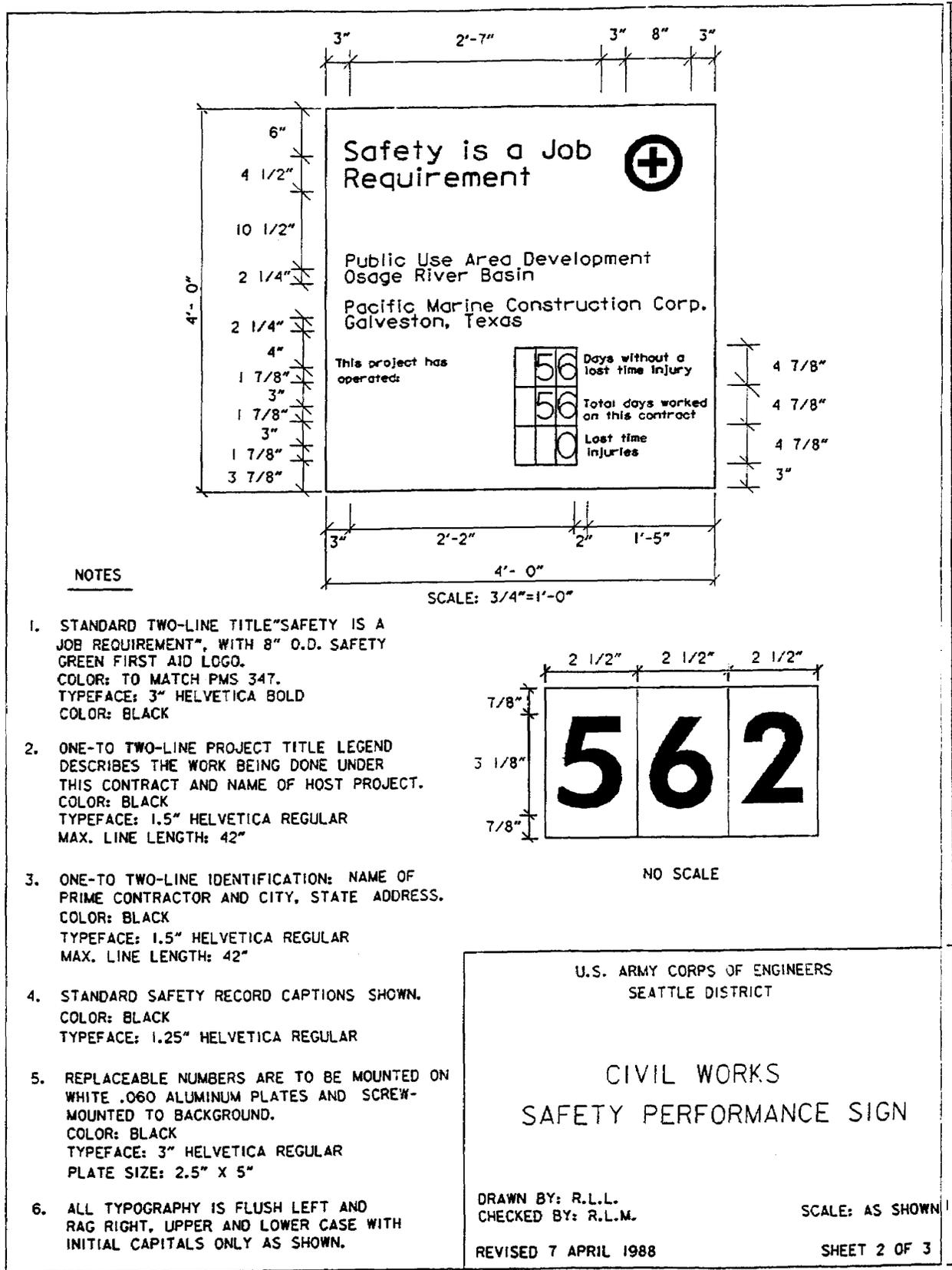
1.15 WORK NEAR COMMUNICATIONS AND CONTROL CABLES

Existing communications and control cables within the operating houses, large lock service gate machinery pits, and the control tower shall be protected during the work unless otherwise indicated.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)



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





END OF SECTION

02038/II
Renovate Small Lock Guard Gates, LWSC

SECTION 01702

AS BUILT RECORDS AND DRAWINGS

PART 1 GENERAL

1.1 SUBMITTALS

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 AS-BUILT FIELD DATA

3.1.1 General

The Contractor shall keep at the construction site 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 description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions and/or survey coordinates to permanent features.
- b. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- c. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
- d. Correct elevations if changes were made in site grading from the contract plans.
- e. 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.
- f. The topography and grades of all drainage installed or affected as part of the project construction.
- g. All changes or modifications from the original design and from the final inspection.

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

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

3.1.2 Submittal of the As-Built Field Data

Two sets of the full size 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.

3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

3.2.1 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. The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1.2). The Contractor shall also incorporate all the written modifications to the contract drawings which were issued by amendment or contract modification. All revisions and changes shall be incorporated, i.e. items marked "deleted" shall be deleted, clouds around new items shall be removed, etc.

Furthermore, drawings shall be scanned. Full size drawings shall be scanned at a resolution of 300 dots per inch (dpi). In the event that full size drawings are not available, half size drawings (and any other drawings that contain text less than 0.06 inches in height) shall be scanned at a resolution of 400 dpi. Images shall be stored as Tagged Interleaf File Format (TIFF) with packbits compression. Image files shall be cropped to edge of sheet border. Raster images shall be cleaned to plot with equal quality as originals. Half size drawings shall be scanned and enlarged to full size prior to archiving on CD-ROM. Files (TIFF) shall be delivered on 74 min 650mb Compact Disc(s) conforming to ISO-9660. File naming conventions shall be coordinated with facility personnel.

3.2.2 No later than 30 days after final acceptance a complete set of as-built drawings shall be submitted in MicroStation electronic file format. The electronic file format, layering standards and submittal requirements are specified in paragraphs below. 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. When final revisions have been completed, each drawings 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.

3.2.3.1 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 Leveling shall remain as provided in the electronic files. An explanatory list of which levels are used in each drawing, including any additional levels 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. Two complete sets of CD(s) shall be submitted along with one complete set of 1/2 size prints and one complete set of full size mylars taken from the CD(s). The mylars are to be submitted only after corrections are made, if any. See paragraph 3.2.4 below. 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>
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Electronic version of the table shall be included with each submittal set of disks.

3.2.4 Submittal of the Final As-Built Drawings

The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the COE, Seattle District Office, Technical Branch, Records and Information Section, within 30 calendar days of final acceptance. 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 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. The Contractor shall make all corrections and shall return the drawings to the same office within 7 calendar days of receipt.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 SUMMARY (Not Applicable)

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.

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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1.3 GENERAL REQUIREMENTS

The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from the project site daily, unless otherwise directed, to avoid accumulation in the lock wall area. 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. Government approval of any demolition operations shall not relieve the Contractor of responsibility for the adequacy, safe conduct, and proper demolition operations.

1.3.1 Site

Site shall mean the construction and demolition limits as indicated on the contract drawings.

1.3.2 Contractor Responsibilities

The governmental review indicated herein will not relieve the Contractor of the full responsibility for all aspects of demolition work including full coordination and compliance with regulatory agencies as necessary prior to and after approval of submittals, and the safe and proper conduct of demolition activities, and the results of the demolition activities.

1.4 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:

Statements

Demolition Work Plan, GA.

The demolition work plan shall contain procedures proposed for the accomplishment of the demolition work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, the sequence of operations, and the safety precautions to protect personnel and property. The work plan shall include the following requirements:

(1) The Contractor shall submit complete and detailed demolition plans for the project at least 14 days prior to any demolition and prior to the scheduled date of the pre-demolition site meeting.

(2) The demolition plan, through the Contracting Officer, will be subject to review by the government.

Quality Control Plan, GA.

The Contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all demolition, environment and wildlife protection and mitigation operations, including but not limited to the following:

(1) Demolition of concrete in bulkhead slots.

(a) Demolition operations.

(b) General demolition practices.

(c) Diamond-wire cable saw, hydro-demolition, or other proposed equipment and methods. Provide manufacturer's descriptive literature completely detailing equipment and methods, safety precautions, and operating procedures.

(d) Schedule of operation during all project work.

(e) Utility Protection. The Contractor shall submit location maps of all utilities in the project area, and a plan for protection and maintenance of utilities and related equipment.

(2) Disposal of concrete debris and removal of demolition materials.

Records

Miscellaneous Records; FIO

Minutes from meetings, safety considerations and reports and any other pertinent data shall be submitted to the Government daily or within 24 hours of the recorded action or as otherwise specified for a special circumstance.

1.5 QUALITY ASSURANCE

1.5.1 Regulatory Requirements

Demolition work, hauling, and disposal of demolition materials shall comply with Federal, state, and local regulations and ordinances.

1.5.2 Pre-Demolition Site Meeting

The Government will arrange for a pre-demolition site meeting. The meeting must be scheduled and completed at least 14 days prior to starting any demolition work.

1.6 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of along the lock wall and to avoid creation of a nuisance or pollution in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding, or pollution.

1.7 PROTECTION

1.7.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the work area and take immediate action to protect all personnel working in and around the demolition site. 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.

1.7.2 Protection of Existing Property

Before beginning any demolition work, the Contractor shall carefully survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government, and any damaged items shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully 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.

1.7.3 Protection From the Weather

Salvageable materials and equipment shall be protected from the weather and deterioration at all times.

1.7.4 Protection of the Public, Structures, and other Property

The demolition materials, equipment, and methods shall be designed and operated so as to prevent injury or hazard to Locks personnel or the public, and to prevent damage or hazards to utilities and other features.

1.7.5 Environmental Protection

The work shall comply with the requirements of Section 01061 ENVIRONMENTAL PROTECTION.

1.7.5.1 Noise Protection

Noise control and noise limits shall be as specified herein and in Section 01061 ENVIRONMENTAL PROTECTION, and in accordance with OSHA Standards, Corps of Engineers Safety Manual, EM-385-1-I, and to the requirement to limit the ambient noise to less than 85 decibels. The most stringent requirement will govern. Noise limits will be subject to approval, and limits shall be adjusted during the contract as directed if problems arise from excessive noise levels.

1.7.5.2 Protection of Fish, other Wildlife, Waterways and Wildlife Environments

Fish, other wildlife, and wildlife environments which might be damaged or otherwise disturbed during demolition and other contract activities shall be protected to prevent damage, injury, or otherwise negative impact as determined by the Contracting Officer. Equipment and methods for control of debris and prevention of spreading or transport in waterways, through the air or other means of dispersion in the environment shall be provided and shall be subject to approval.

1.8 DEMOLITION SURVEY

The demolition survey is the verification procedure that demolition has been accomplished to the required elevations, and that debris from demolition work has not been deposited in the confines of the lock walls. The survey shall encompass all areas of concrete demolition. The Contractor shall perform the demolition survey with approved equipment and methods. The demolition survey is the responsibility of the Contractor.

1.9 BURNING

The use of burning at the project site for the disposal of refuse and debris is specifically prohibited.

1.10 USE OF EXPLOSIVES

The use of explosives is specifically prohibited.

1.11 AVAILABILITY OF WORK AREAS

Areas in which the work is to be accomplished will be available as indicated in the contract documents or as directed by the Contracting Officer. Access shall be the Contractor's responsibility. Coordination of access and contract related use of government property shall be the Contractor's responsibility.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DEMOLITION AND REMOVAL WORK

3.1.1 Pollution Avoidance During Demolition

During the life of this contract, the Contractor shall maintain all facilities to prevent and contain pollution under this contract, as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. The Contractor shall conduct a training course that will emphasize all phases of environmental protection in accordance with responsibilities required under Section 01061 ENVIRONMENTAL PROTECTION during the mobilization and demolition periods.

3.1.2 Demolition Methods

Demolition of concrete by equipment and methods shall conform to appropriate industry standards, and shall be as approved in Demolition Work Plan. Demolition shall be performed by a Contractor specializing in the specific demolition method with at least 3 years of experience. Demolition methods, including but not limited to, diamond wire cable saw cutting, diamond blade saw cutting, hydro-demolition, hydraulic breakers, splitters or rams, and cutting torches or jack hammers, will be allowed subject to constraints listed in these specifications and approval by the Contracting Officer. Debris containment and confinement, collection and disposal procedures shall conform to the requirements specified, and shall be as approved in Demolition Work Plan.

3.1.3 Existing Concrete Plugs in Downstream Bulkhead Slots

The existing plugs shall be removed as indicated on the drawings. Potential items to be encountered are as shown on the reference drawings. All existing structures and facilities to remain shall be protected from damage during the construction. The work shall be accomplished in a manner to specifically ensure that other facilities to remain are protected from damage. The Contractor shall provide instrumentation and surveying of existing features as required for control of the demolition work.

3.2 DISPOSITION OF MATERIAL

Except where specified elsewhere in the contract documents or hereinafter, materials and equipment removed by the Contractor and not to be salvaged or reused shall become the property of the Contractor and shall be removed from the project site. Title to materials to be

demolished is vested in the Contractor when the material is removed from the project site. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed. Disposal shall be the Contractor's responsibility, and at the Contractor's expense.

3.3 CLEAN-UP

Debris shall be removed and transported in a manner that prevents spillage into waterways, on streets, and adjacent areas. Federal, State, and local regulations regarding hauling and disposal shall apply.

3.4 SAFETY

The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incident to work performed under this contract. The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. 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 any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. Compliance with all safety provisions by subcontractors will be the responsibility of the Contractor. Prior to commencement of the work, the Contractor shall: (1) submit in writing his proposals for implementing this provision for accident prevention as specified, and (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

3.5 BASIS OF PAYMENT

Payment for all materials, labor, tools, and equipment needed shall be incidental to the contract and considered in the contract lump sum price. No representation as to the amount, quantity or condition of concrete, or steel reinforcement is made herein. It is up to the Contractor to determine the amount of steel present in the concrete and condition of concrete.

END OF SECTION

SECTION 03101

FORMWORK FOR CONCRETE

PART 1 GENERAL

1.1 REFERENCES

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

ACI INTERNATIONAL (ACI)

ACI 347R (1994) Guide for Formwork for Concrete

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 39 (1999) Compressive Strength of Cylindrical Concrete Specimens

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1996) Voluntary Product Standard – Construction and Industrial Plywood

1.2 DESIGN REQUIREMENTS

The design, engineering, and construction of the formwork shall be the responsibility of the Contractor. The formwork shall be designed for anticipated live and dead loads and shall comply with the tolerances specified in Section 03301 CAST-IN-PLACE STRUCTURAL CONCRETE, paragraph CONSTRUCTION TOLERANCES. The formwork shall be designed as a complete system with consideration given to the effects of cementitious materials and mixture additives such as fly ash, cement type, plasticizers, accelerators, retarders, air entrainment, and others. The adequacy of formwork design and construction shall be monitored prior to and during concrete placement as part of the Contractor's approved Quality Control Plan.

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.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Forms and Form Liners

Forms and form liners shall be fabricated with facing materials that will produce a finish meeting the specified irregularities in formed surface requirements as defined in ACI 347R. Forms and form liners shall be fabricated with facing materials as specified below.

2.1.1.1 Class "C" Finish

This class of finish shall apply to exposed surfaces. The form facing may be either tongue-and-groove lumber, plywood, concrete form hard board or steel. Wood form facing for curved or warped surfaces shall be composed of splines of lumber which can be bent to the required shape without splitting or cracking.

2.1.2 Form Coating

Form coating shall be commercial formulation that will not bond with, stain, cause deterioration, or any other damage to concrete surfaces. The coating shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds. If special form liners are to be used, the Contractor shall follow the recommendation of the form coating manufacturer.

2.2 ACCESSORIES

Ties and other similar form accessories to be partially or wholly embedded in the concrete shall be of a commercially manufactured type. After the ends or end fasteners have been removed, the embedded portion of metal ties shall terminate not less than 2 inches from any concrete surface either exposed to view or exposed to water. Plastic snap ties may be used in locations where the surface will not be exposed to view. Form ties shall be constructed so that the ends or end fasteners can be removed without spalling the concrete.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Form Construction

Forms shall be constructed true to the structural design and required alignment. The form surface and joints shall be mortar tight and supported to achieve safe performance during construction, concrete placement, and form removal. The Contractor shall continuously monitor the alignment and stability of the forms during all phases to assure the finished product will meet the required surface class specified in paragraph FORMS AND FORM LINERS and tolerances specified in paragraph DESIGN REQUIREMENTS. Failure of any supporting surface either due to surface texture, deflection or form collapse shall be the responsibility of the Contractor as will the replacement or correction

of unsatisfactory surfaces. When forms for continuous surfaces are placed in successive units, care shall be taken to fit the forms over the completed surface to obtain accurate alignment of the surface and to prevent leakage of mortar. Forms shall not be re-used if there is any evidence of defects which would impair the quality of the resulting concrete surface. All surfaces of used forms shall be cleaned of mortar and any other foreign material before reuse.

3.1.2 Adjacent Surfaces

New surfaces next to existing concrete surfaces shall conform to the existing adjacent concrete shape.

3.1.3 Coating

Forms for exposed or painted surfaces shall be coated with form oil or a form-release agent before the form or reinforcement is placed in final position. The coating shall be used as recommended in the manufacturer's instructions. Forms for unexposed surfaces may be wet with water in lieu of coating immediately before placing concrete, except that, in cold weather when freezing temperatures are anticipated, coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.

3.2 FORM REMOVAL

Forms shall not be removed without approval. The minimal time required for concrete to reach a strength adequate for removal of formwork without risking the safety of workers or the quality of the concrete depends on a number of factors including, but not limited to, ambient temperature, concrete lift heights, type and amount of concrete admixture, and type and amount of cementitious material in the concrete. It is the responsibility of the Contractor to consider all applicable factors and leave the forms in place until it is safe to remove them. In any case forms shall not be removed unless the minimum time, minimum ambient temperature, and minimum compressive strength requirements below are met, except as otherwise directed or specifically authorized. When conditions are such as to justify the requirement, forms will be required to remain in place for a longer period. All removal shall be accomplished in a manner which will prevent damage to the concrete and ensure the complete safety of the structure. Where forms support more than one element, the forms shall not be removed until the form removal criteria are met by all supported elements. Evidence that concrete has gained sufficient strength to permit removal of forms shall be determined by tests on control cylinders. All control cylinders shall be stored in the structure or as near the structure as possible so they receive the same curing conditions and protection methods as given those portions of the structure they represent. Control cylinders shall be removed from the molds at an age of no more than 24 hours. All control cylinders shall be prepared and tested in accordance with ASTM C 31 and ASTM C 39 at the expense of the Contractor by an independent laboratory that complies with ASTM C 1077 and shall be tested within 4 hours after removal from the site.

3.2.1 Formwork Not Supporting Weight of Concrete

Formwork for walls, columns, sides of beams, gravity structures, and other vertical type formwork not supporting the weight of concrete shall not be removed in less than 24 hours after concrete placement is completed.

3.2.2 Formwork Supporting Weight of Concrete

Formwork supporting weight of concrete and shoring shall not be removed until structural members have acquired sufficient strength to safely support their own weight and any construction or other superimposed loads to which the supported concrete may be subjected. As a minimum, forms shall be left in place until control concrete test cylinders indicate evidence the concrete has attained at least 70 percent of the compressive strength required for the structure in accordance with the quality and location requirements of Section 03301, paragraph 1.3.3.

3.3 INSPECTION

Forms and embedded items shall be inspected in sufficient time prior to each concrete placement by the Contractor in order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 REFERENCES

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

ACI INTERNATIONAL (ACI)

ACI 318/318R (1995) Building Code Requirements for Structural Concrete and Commentary

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 82 (1997a) Steel Wire, Plain, for Concrete Reinforcement

ASTM A 615 (1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

AMERICAN WELDING SOCIETY (AWS)

AWS D1.4 (1998) Structural Welding Code - Reinforcing Steel

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

CRSI MSP-1 (1996) Manual of Standard Practice

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

Welding ; G

A list of qualified welders names.

SD-07 Certificates

Reinforcing Steel ; G

Certified copies of mill reports attesting that the reinforcing steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified herein, prior to the installation of reinforcing steel.

1.3 WELDING

Welders shall be qualified in accordance with AWS D1.4. Qualification test shall be performed at the worksite and the Contractor shall notify the Contracting Officer 24 hours prior to conducting tests. Special welding procedures and welders qualified by others may be accepted as permitted by AWS D1.4.

1.4 DELIVERY AND STORAGE

Reinforcement and accessories shall be stored off the ground on platforms, skids, or other supports.

PART 2 PRODUCTS

2.1 REINFORCING STEEL

Reinforcing steel shall be deformed bars conforming to ASTM A 615 grades and sizes as indicated.

2.2 WIRE TIES

Wire ties shall be 16 gauge or heavier black annealed steel wire.

2.3 SUPPORTS

Bar supports for formed surfaces shall be designed and fabricated in accordance with CRSI MSP-1 and shall be steel or precast concrete blocks. Precast concrete blocks shall have wire ties and shall be not less than 4 inches square when supporting reinforcement on ground. Precast concrete block shall have compressive strength equal to that of the surrounding concrete. Where concrete formed surfaces will be exposed to weather or where surfaces are to be painted, steel supports within 1/2 inch of concrete surface shall be galvanized, plastic protected or of stainless steel. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface. For slabs on grade, supports shall be precast concrete blocks, plastic coated steel fabricated with bearing plates, or specifically designed wire-fabric supports fabricated of plastic.

PART 3 EXECUTION

3.1 REINFORCEMENT

Reinforcement shall be fabricated to shapes and dimensions shown and shall conform to the requirements of ACI 318/318R. Reinforcement shall be cold bent unless otherwise

authorized. Bending may be accomplished in the field or at the mill. Bars shall not be bent after embedment in concrete. Safety caps shall be placed on all exposed ends of vertical concrete reinforcement bars that pose a danger to life safety. Wire tie ends shall face away from the forms.

3.1.1 Placement

Reinforcement shall be free from loose rust and scale, dirt, oil, or other deleterious coating that could reduce bond with the concrete. Reinforcement shall be placed in accordance with ACI 318/318R at locations shown plus or minus one bar diameter. Reinforcement shall not be continuous through expansion joints and shall be as indicated through construction or contraction joints. Concrete coverage shall be as indicated or as required by ACI 318/318R. If bars are moved more than one bar diameter to avoid interference with other reinforcement, conduits or embedded items, the resulting arrangement of bars, including additional bars required to meet structural requirements, shall be approved before concrete is placed.

3.1.2 Splicing

Splices of reinforcement shall conform to ACI 318/318R and shall be made only as required or indicated. Splicing shall be by lapping or by mechanical or welded butt connection; except that lap splices shall not be used for bars larger than No. 11 unless otherwise indicated. Welding shall conform to AWS D1.4. Welded butt splices shall be full penetration butt welds. Lapped bars shall be placed in contact and securely tied or spaced transversely apart to permit the embedment of the entire surface of each bar in concrete. Lapped bars shall not be spaced farther apart than one-fifth the required length of lap or 6 inches. Mechanical butt splices shall be in accordance with the recommendation of the manufacturer of the mechanical splicing device. Butt splices shall develop 125 percent of the specified minimum yield tensile strength of the spliced bars or of the smaller bar in transition splices. Bars shall be flame dried before butt splicing. Adequate jigs and clamps or other devices shall be provided to support, align, and hold the longitudinal centerline of the bars to be butt spliced in a straight line.

END OF SECTION

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SECTION 03301

CAST-IN-PLACE STRUCTURAL CONCRETE (HATCH FRAME OPENINGS)

PART 1 GENERAL

1.1 PURPOSE

This specification covers the requirements for furnishing all material and equipment, and performing all labor for the manufacturing, transporting, placing, finishing, and curing of cast-in-place structural concrete for the repair of the upstream small lock north wall.

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 CONCRETE INSTITUTE (ACI)

- ACI 308 (1992) Standard Practice for Curing Concrete
- ACI 318/318R (1995) Building Code Requirements for Reinforced Concrete
- ACI 347R (1994) Formwork for Concrete

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM C 31 (1991) Making and Curing Concrete Test Specimens in the Field
- ASTM C 33 (1993) Concrete Aggregate
- ASTM C 39 (1993) Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 143 (1990a) Slump of Hydraulic Cement Concrete
- ASTM C 150 (1995) Portland Cement
- ASTM C 171 (1992) Sheet Materials for Curing Concrete
- ASTM C 172 (1990) Sampling Freshly Mixed Concrete
- ASTM C 231 (1991b) Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 260 (1994) Air-Entraining Admixtures for Concrete
- ASTM C 309 (1994) Liquid Membrane-Forming Compounds for Curing Concrete
- ASTM C 494 (1992) Chemical Admixtures for Concrete

ASTM C 618 (1994a) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

U. S. ARMY CORPS OF ENGINEERS HANDBOOK FOR CONCRETE AND CEMENTS (COE CRD)

COE CRD-C 400 (1963) Requirements for Water for Use in Mixing or Curing Concrete

1.3 DESIGN AND PERFORMANCE REQUIREMENTS

The Contractor shall test the concrete to determine compliance with the specifications. Samples of aggregates shall be obtained at the point of batching in accordance with ASTM D 75. Concrete shall be sampled in accordance with ASTM C 172. Slump and air content shall be determined in accordance with ASTM C 143 and ASTM C 231, respectively, when cylinders are molded. Compression test specimens shall be made, cured, and transported in accordance with ASTM C 31. Compression test specimens shall be tested in accordance with ASTM C 39. Samples for strength tests shall be taken not less than twice each shift in which concrete is produced. A minimum of four specimens shall be made from each sample; one shall be tested at 7 days for information, two shall be tested at 28 days for acceptance, and one shall be tested at 90 days for information.

1.3.1 Strength

Acceptance test results will be the average strengths of the two specimens tested at 28 days. The strength of the concrete will be considered satisfactory so long as the average of three consecutive acceptance test results equal or exceed the specified compressive strength, f'_c , and no individual acceptance test result falls below f'_c by more than 500 psi.

1.3.2 Construction Tolerances

A Class C finish shall apply to all surfaces. The surface requirements for this class of finish shall be as specified in ACI 347R with the following clarifications. Allowable irregularities are designated to be 'gradual' for purposes of providing for surface variations. 'Gradual' irregularities are typically those resulting from warping, unplaneness, or similar uniform variations. 'Gradual' irregularities shall be checked for compliance with the prescribed limits with a 5-foot long template, consisting of a straight edge for plane surfaces and a shaped template for curved or warped surfaces. 'Gradual' irregularities shall not exceed a 1/4-inch departure from the established alignment or grade and further shall not have slopes greater than 1 vertical on 12 horizontal. In measuring 'gradual' irregularities, the straightedge or template may be placed anywhere on the surface in any direction with the testing edge held parallel with the intended surface.

1.3.3 Concrete Mixture Proportions

Concrete mixture proportions shall be the responsibility of the Contractor. Mixture proportions shall include the dry weights of cementitious material(s); the nominal maximum size of the coarse aggregate; the specific gravities, absorptions, and saturated surface-dry weights of fine and coarse aggregates; the quantities, types, and names of admixtures; and quantity of water

per cubic yard of concrete. All materials included in the mixture proportions shall be of the same type and from the same source as will be used on the project. Minimum compressive strength f'c shall be 5,000 psi at 28 days. The maximum nominal size coarse aggregate shall be 3/4 inch. The air content shall be 6.0 [plus or minus 1.5] percent. The slump shall be between 2 and 4 inches. The maximum water cement ratio by weight shall be 0.40. The maximum percentage of total fly ash or pozzolans conforming to ASTM C 618 by weight shall be 25 percent.

1.4 SUBMITTALS

Government approval is required for all 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:

Data

Air-Entraining Admixture; FIO. Water-Reducing or Retarding Admixture; FIO. Curing Materials; FIO

Manufacturer's literature is available from suppliers which demonstrates compliance with applicable specifications for the above materials.

Batching and Mixing Equipment; FIO.

Batching and mixing equipment will be accepted on the basis of manufacturer's data which demonstrates compliance with the applicable specifications.

Conveying and Placing Concrete; FIO.

The methods and equipment for transporting, handling, depositing, and consolidating the concrete shall be submitted prior to the first concrete placement.

Reports

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and test reports that show the material(s) meets the quality and grading requirements of the specifications under which it is furnished.

Concrete Mixture Proportions; FIO.

Ten days prior to placement of concrete, the contractor shall submit the mixture proportions that will produce concrete of the quality required. Applicable test reports shall be submitted to verify that the concrete mixture proportions selected will produce concrete of the quality specified.

Certificates

Cementitious Materials; FIO.

Certificates of compliance attesting that the concrete materials meet the requirements of the specifications shall be submitted in accordance with Section 01330 SUBMITTALS. Cementitious material will be accepted on the basis of a manufacturer's certificate of compliance, accompanied by mill test reports that the material(s) meet the requirements of the specification under which it is furnished.

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and tests reports that show the material(s) meet the quality and grading requirements of the specifications under which it is furnished.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Cementitious Materials

Cementitious materials shall conform to the appropriate specifications listed:

2.1.1.1 Portland Cement

Portland cement shall conform to ASTM C 150, Type I or II.

2.1.1.2 Pozzolan

Pozzolan shall conform to ASTM C 618, Class C or F, including requirements of Tables 1A and 2A.

2.1.2 Aggregates

Aggregates shall meet the quality and grading requirements of ASTM C 33 Class Designation 4M or better.

2.1.3 Admixtures

Admixtures to be used, when required or approved, shall comply with the appropriate specification listed. Chemical admixtures that have been in storage at the project site for longer than 6 months or that have been subjected to freezing shall be retested at the expense of the contractor at the request of the Contracting Officer and shall be rejected if test results are not satisfactory.

2.1.3.1 Air-Entraining Admixture

Air-entraining admixture shall meet the requirements of ASTM C 260.

2.1.3.2 Water-Reducing or Retarding Admixture

Water-reducing or retarding admixture shall meet the requirements of ASTM C 494, Type A, B, or D.

2.1.4 Water

Water for mixing and curing shall be fresh, clean, potable, and free from injurious amounts of oil, acid, salt, or alkali, except that non-potable water may be used if it meets the requirements of COE CRD-C 400.

2.1.5 Formwork

The design and engineering of the formwork, as well as its construction, shall conform to the requirements of Section 03101, FORMWORK FOR CONCRETE.

2.1.6 Form Coatings

Forms for exposed surfaces shall be coated with a nonstaining form oil, which shall be applied shortly before concrete is placed.

2.1.7 Curing Materials

Curing materials shall conform to the following requirements:

2.1.7.1 Impervious Sheet Materials

Impervious sheet materials shall conform to ASTM C 171, type optional, except polyethylene film, if used, shall be white opaque.

2.1.7.2 Membrane-Forming Curing Compound

Membrane-forming curing compound shall conform to ASTM C 309, Type 1-D or 2, Class A or B.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 General

Construction joints shall be prepared to expose coarse aggregate, and the surface shall be clean, damp, and free of laitance. Calcification, standing or flowing water, loose particles, debris, and foreign matter shall have been removed. Spare vibrators shall be available. The entire preparation shall be accepted by the Government prior to placing.

3.1.2 Embedded Items

Anchors and other embedded items shall have been positioned. Internal ties shall be arranged so that when the forms are removed all metal will be not less than 2.5 inches from concrete surfaces permanently exposed to view or exposed to water on the finished structures. Embedded items shall be free of oil and other foreign matters such as loose coatings or rust, paint, and scale. All equipment needed to place, consolidate, protect, and cure the concrete shall be at the placement site and in good operating condition.

3.1.3 Formwork Installation

Forms shall be properly aligned, adequately supported, and mortar-tight. The form surfaces shall be smooth and free from irregularities, dents, sags, or holes when used for permanently exposed faces. All exposed joints and edges shall be chamfered as indicated on the drawings, unless otherwise indicated.

3.1.4 Production of Ready-Mixed Concrete

Ready-mixed concrete shall conform to ASTM C 94 except as otherwise specified.

3.2 CONVEYING AND PLACING CONCRETE

Conveying and placing concrete shall conform to the following requirements.

3.2.1 General

Concrete placement shall not be permitted when weather conditions prevent proper placement and consolidation without approval. When concrete is mixed and/or transported by a truck mixer, the concrete shall be delivered to the site of the work and discharge shall be completed within 1.5 hours [or 45 minutes when the placing temperature is 85 degrees F or greater unless a retarding admixture is used]. Concrete shall be conveyed from the mixer to the forms as rapidly as practicable by methods which prevent segregation or loss of ingredients. Concrete shall be in place and consolidated within 15 minutes after discharge from the mixer. Concrete shall be deposited as close as possible to its final position in the forms and be so regulated that it may be effectively consolidated in horizontal layers 18 inches or less in thickness with a minimum of lateral movement. The placement shall be carried on at such a rate that the formation of cold joints will be prevented.

3.2.2 Consolidation

Each layer of concrete shall be consolidated by internal vibrating equipment. Internal vibration shall be systematically accomplished by inserting the vibrator through the fresh concrete in the layer below at a uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1.5 times the radius of action of the vibrator and overlay the adjacent, just-vibrated area by several inches. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the layer below, if such a layer exists. It shall be held stationary until the concrete is consolidated and then withdrawn slowly at the rate of about 3 inches per second.

3.2.3 Cold-Weather Requirements

No concrete placement shall be made when the ambient temperature is below 32 degrees F or if the ambient temperature is below 40 degrees F and falling unless suitable covering and other means as approved shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period. Salt, chemicals, or other foreign materials shall not be mixed with the concrete to prevent freezing. Any concrete damaged by freezing shall be removed and replaced at the expense of the contractor.

3.2.4 Hot-Weather Requirements

When the rate of evaporation of surface moisture, as determined by use of Figure 1 of ACI 308, is expected to exceed 0.2 pounds per square foot per hour, provisions for windbreaks, shading, fog spraying, or covering with a light-colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as finishing operations will allow.

3.3 FORM REMOVAL

Forms shall not be removed before the expiration of 24 hours after concrete placement except where otherwise specifically authorized. Supporting forms and shoring shall not be removed until the concrete has cured for at least 5 days. When conditions on the work are such as to justify the requirement, forms will be required to remain in place for longer periods.

3.4 FINISHING

3.4.1 General

Finishing and repair shall be done when the concrete or ambient temperature is 50 degrees fahrenheit or above. If the ambient temperature is below 50 degrees fahrenheit then finishing or repair shall be done with suitable covering and as stated in paragraph 3.2.3.

3.4.2 Finishing Formed Surfaces

All fins and loose materials shall be removed, and surface defects including tie holes shall be filled. All honeycomb areas and other defects shall be repaired. All unsound concrete shall be removed from areas to be repaired. Surface defects greater than 1/2 inch in diameter and holes left by removal of tie rods in all surfaces not to receive additional concrete shall be reamed or chipped and filled with dry-pack mortar. The prepared area shall be brush-coated with an approved epoxy resin or latex bonding compound or with a neat cement grout after dampening and filled with mortar or concrete. The cement used in mortar or concrete for repairs to all surfaces permanently exposed to view shall be a blend of Portland cement and white cement so that the final color when cured will be the same as adjacent concrete. Finish surfaces adjacent to existing concrete shall conform to existing surfaces including radii and slopes.

3.4.3 Finishing Unformed Surfaces

All unformed surfaces that are not to be covered by additional concrete or backfill shall be float finished to elevations shown, unless otherwise specified. Surfaces to receive additional concrete or backfill shall be brought to the elevations shown and left as a true and regular surface. Exterior surfaces shall be sloped for drainage unless otherwise shown. Joints shall be carefully made with a jointing tool. Unformed surfaces shall be finished to the tolerances specified in Paragraph 1.3.2 Construction Tolerances. Finishing shall not be performed while there is excess moisture or bleeding water on the surface. No water or cement shall be added to the surface during finishing. Finish surfaces adjacent to existing concrete shall conform to existing surfaces including radii and slopes.

3.4.3.1 Float Finish

Surfaces to be float finished shall be screeded and darried or bullfloated to eliminate the ridges and to fill in the voids left by the screed. In addition, the darby or bullfloat shall fill all surface voids and only slightly embed the coarse aggregate below the surface of the fresh concrete. When the water sheen disappears and the concrete will support a person's weight without deep imprint, floating should be completed. Floating should embed large aggregates just beneath the surface, remove slight imperfections, humps, and voids to produce a plane surface, compact the concrete, and consolidate mortar at the surface.

3.5 CURING AND PROTECTION

Beginning immediately after placement and continuing for at least 7 days, all concrete shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to the start of concrete placement. Preservation of moisture for concrete surfaces not in contact with forms shall be accomplished by one of the following methods:

- a. Continuous sprinkling or ponding.
- b. Application of absorptive mats or fabrics kept continuously wet.
- c. Application of sand kept continuously wet.
- d. Application of impervious sheet material conforming to ASTM C 171.
- e. Application of membrane-forming curing compound conforming to ASTM C 309, Type 1-D, on surfaces permanently exposed to view and Type 2 on other surfaces shall be accomplished in accordance with manufacturer's instructions. The preservation of moisture for concrete surfaces placed against wooden forms shall be accomplished by keeping the forms continuously wet for 7 days. If forms are removed prior to end of the required curing period, other curing methods shall be used for the balance of the curing period. During the period of protection removal, the temperature of the air in contact with the concrete shall not be allowed to drop more than 25 degrees F within a 24 hour period.

3.6 TESTS AND INSPECTIONS

3.6.1 General

The individuals who sample and test concrete as required in this specification shall have demonstrated a knowledge and ability to perform the necessary test procedures equivalent to the ACI minimum guidelines for certification of Concrete Field Testing Technicians, Grade I.

3.6.2 Inspection Details and Frequency of Testing

3.6.2.1 Preparations for Placing

Forms and embedded items shall be inspected in sufficient time prior to each concrete placement by the Contractor to certify that it is ready to receive concrete.

3.6.2.2 Air Content

Air content shall be checked at least once during each time that concrete is placed. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 231.

3.6.2.3 Slump

Slump shall be checked once during each time that concrete is produced. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 143.

3.6.2.4 Consolidation and Protection

The Contractor shall ensure that the concrete is properly consolidated, finished, protected, and cured.

3.6.3 Action Required

3.6.3.1 Placing

The placing foreman shall not permit placing to begin until he has verified that an adequate number of acceptable vibrators, which are in working order and have competent operators, are available. Placing shall not be continued if any layer is inadequately consolidated.

3.6.3.2 Air Content

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment shall be made to the dosage of the air-entrainment admixture.

3.6.3.3 Slump

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment should be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the water-cement ratio does not exceed that specified in the submitted concrete mixture proportion.

3.6.4 Reports

The results of all tests and inspections conducted at the project site shall be reported informally at the end of each shift and in writing weekly and shall be delivered within 3 days after the end of each weekly reporting period. See Section 01451 CONTRACTOR QUALITY CONTROL.

END OF SECTION

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SECTION 03305
CONCRETE REPAIR

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

Contractor Quality Control, Section 01451

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 CONCRETE INSTITUTE (ACI)

ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 301	(1989) Structural Concrete for Buildings
ACI 304.R	(1989) Guide for Measuring, Mixing, Transportation and Placing Concrete
ACI 315	(1980; Rev 1986) ACI Detailing Manual: Section Details and Detailing of Concrete Reinforcement
ACI 318	(1989; Rev 1992; Errata) Building Code Requirements for Reinforced Concrete
ACI 347R	(1988) Guide to Form work for Concrete
ACI SP-85	(1985) Rehabilitation, Renovation, and Preservation of Concrete and Masonry Structures

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31	(1991) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1993) Concrete Aggregates
ASTM C 39	(1993) Compressive Strength of Cylindrical Concrete Specime
ASTM C 143	(1990) Slump of Hydraulic Cement Concrete

ASTM C 150	(1994) Portland Cement
ASTM C 231	(1991) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1986) Air-Entraining Admixtures for Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 881	(1990) Epoxy-Resin-Base Bonding Systems for Concret
ASTM C 1084	(1992) Portland Cement Content of Hardened Hydraulic-Cement Concrete
ASTM C 1107	(1991) Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM D 75	(1987; R 1992) Sampling Aggregates
U.S. ARMY CORPS OF	(1988) Membrane-Forming Compounds for Curing Concrete

1.3 GENERAL REQUIREMENTS

The contractor shall be responsible for all equipment, materials, testing, labor and other items and services required to accomplish the work. Equipment and techniques proposed for use in the work shall not be used until they have been demonstrated and approved. Materials and equipment which have not been approved for use in the work shall not be stored or brought on to Government property. The contractor's quality control shall conform to Section 01451, CONTRACTOR QUALITY CONTROL. All sampling and testing shall be the Contractor's responsibility, and shall be performed by an approved independent commercial testing laboratory, except as otherwise specified or directed.

1.3.1 Design Requirements

1.3.1.1 Concrete Repair Mortar

Repairs to the concrete surfaces at the downstream closure bulkhead slots and to the North guidewall shall be accomplished using a government approved cementitious or resin based mortar grout system. It shall be the contractors responsibility to submit for Government approval a system suitable for the subject application. The proposed system shall be capable of achieving a 28-day compressive strength of 5000 psi (minimum) under the conditions present at the project site.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTALS:

Manufacturers Data

Concrete Repair Mortar; GA.

Manufacturers data substantiating the suitability of the proposed concrete repair mortar system for the subject application considering, but not limited to, color and finish match to existing, minimum strength requirement, marine environment, underwater placement, and freeze/thaw resistance.

Drawings

Manufacturer's Instructions; GA.

Complete and detailed copies of the manufacturer's recommendations shall be submitted. All work shall be in accordance with the manufacturer's recommendations or instructions.

Samples

Materials; FIO.

The contractor shall submit at least 3 sample specimens for each proposed mix at least 14 days prior to any placements, in order to demonstrate range of variation of each mix. Samples of mortar specimens for each mixture shall be submitted for comparison with the cleaned structure. Samples of mortar shall be approximately 12" X 12" in plan dimension and 1" to 1 1/2" thick. The samples shall clearly indicate the mix design represented by the specimen, and shall have been produced, placed, finished and textured, and cured in the same manner as proposed for use in the work. The samples shall be checked for color and shade match, finish and texture match, and surface defects. The samples shall be compared to that part of the structure on which the mix is proposed to be used. The samples shall be compared to the thoroughly cleaned structure. The samples and structure surfaces shall be clean and completely dry during the comparison. Following the comparison to dry surfaces, the sample and structure shall be dampened with clean, potable water and the surfaces shall be compared for acceptability to the Contracting Officer.

1.5 MATERIAL HANDLING AND ASSOCIATED EQUIPMENT

1.5.1 Equipment for Mixing, Transporting, and Placing Job Materials

Equipment used for mixing, transporting, placing, and confining all mortar placements shall be suitable for the intended purpose and be capable of satisfactorily mixing material, and supporting placement operations in an uninterrupted manner. Equipment shall be maintained in a clean, good operable condition at all times. All equipment used in the work shall be subject to approval. Defects, and deficiencies in operation or capacity shall be resolved prior to use in the work.

Equipment used for batching, mixing, conveying, and placing of materials shall be clean, free of old materials and contaminants, shall conform to the material manufacturer's recommendations.

1.5.2 Associated Equipment

Associated equipment such as mixer timing equipment, valves, pressure gages, pressure hoses, other hardware, and tools shall be provided as required to ensure a continuous supply of material and operation control. Mechanical or radio communication systems shall be used between elements of mortar production and placement operation which are more than 100 feet apart.

1.6 GENERAL REQUIREMENTS

1.6.2 Air Entrainment

Each class or mix design of concrete and mortar proposed for use in the work shall have a total air content matching the total air content of the adjacent existing concrete. Air content shall be determined in accordance with ASTM C 231. The air content of the existing concrete shall be determined in accordance with ASTM C 457 and ASTM C 642.

1.6.3 Special Properties

Concrete and mortar mixtures may contain admixtures, such as pigments, water reducers, superplasticizers, or set retarding agents to provide special properties to the concrete and mortar. Use of all admixtures shall be subject to approval.

1.6.4 Technical Service for Specialized Concrete

The service of the material manufacturer's technical representative shall be obtained to oversee proportioning, batching, mixing, placing, consolidating, finishing, and curing of specialized concrete until field controls indicate concrete of specified quality is furnished.

1.7 WEATHER LIMITATIONS

Mortar shall not be placed when weather conditions detrimentally affect the quality of the finished product. No mortar shall be placed when the air temperature is below 40 degrees F in the shade unless suitable covering and other means as approved shall be provided for maintaining the mortar at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period. Salt, chemicals, or other foreign materials shall not be mixed with the mortar to prevent freezing. Any mortar damaged by freezing shall be removed and replaced at the expense of the Contractor. When air temperature is likely to exceed 90 degrees F, mortar shall have a temperature not exceeding 90 degrees F when deposited, and the surface of the placed mortar shall be kept damp with a water fog until the approved curing medium is applied. Materials proposed for use in the work shall not be produced and placed during periods of rain or other precipitation. Material placements shall be stopped and all in place material shall be protected from exposure during periods of rain or other precipitation.

1.8 STORAGE OF MATERIALS

System components shall be stored in weathertight buildings, bins, or silos which will exclude moisture and contaminants. Cement shall be furnished in suitable bags used for packaging cements. Labeling of packages shall clearly define contents, manufacturer, batch identification, etc. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive

segregation and to prevent contamination with other materials or with other sizes of aggregates. Reinforcing bars and accessories shall be stored above the ground on platforms, skids or other supports. Other materials shall be stored in such a manner as to avoid contamination and deterioration. Admixtures which have been in storage at the project site for longer than 6 months or which have been subjected to freezing shall not be used unless retested and proven to meet the specified requirements. Epoxy shall be stored in accordance with the manufacturer's recommendations. The masonry sealer shall be stored in accordance with the manufacturer's recommendations.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Admixtures

Admixtures shall conform to ASTM C 260, ASTM C 494, and ASTM C 979. Admixtures shall not contain chlorides.

2.1.2 Aggregates

Aggregates shall match existing aggregates as determined by samples and testing and shall otherwise conform to ASTM C 33, Class 5 S, unless otherwise approved.

2.1.3 Cementitious Materials

Cementitious materials shall each be of one type and from one source when used in concrete which will have surfaces exposed in the finished structure. Cementitious materials shall conform to one of the following:

2.1.3.1 Cement

Cement composition shall match that of cement used in existing concrete to be repaired as determined by samples and testing and shall conform to the basic requirements of ASTM C 150, Type I or II, low alkali. In addition the cement shall have non-shrink (shrinkage compensating) properties, and shall conform to ASTM C 1107 Class B or C, expansive cement type.

2.1.4 Formwork

Formwork shall conform to Section 03101A-Formwork for Concrete.

2.1.5 Form Release Agents

Form release agents shall be the manufacturer's standard, non staining, non petroleum based, compatible with surface finish and subsequent surface treatments.

2.1.6 Water

All water used in cleaning concrete surfaces, used in producing concrete and mortars, and used for curing concrete shall be potable.

2.2 CURING MATERIALS

2.2.1 Burlap

FS CCC-C-467.

2.2.2 Impervious Sheets

ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.3 Membrane-Forming Compounds

CRD-C-300, non pigmented, containing a fugitive dye.

PART 3 EXECUTION

3.1 ENVIRONMENTAL PROTECTION

The contractor shall protect the environment from his operations. Plants and other features in the vicinity shall be protected from contamination and other damage. Water quality shall be protected at all times. Work shall conform to Section 01061 ENVIRONMENTAL PROTECTION.

3.2 PREPARATION OF CONCRETE SURFACES

3.2.1 Areas to be Removed

Minimum concrete removal limits for the downstream closure stoplog slots are indicated on the contract drawings. For all repairs, all unsound, weak, or damaged concrete shall be removed. All loose particles, laitance, spalling, cracked, or debonded concrete and foreign materials shall be removed with hand tools, except as otherwise approved. Surfaces of the structure, and surfaces adjacent to the excavation shall be protected from damage which may result from excavation, cleaning, and patching operations.

3.2.2 Exposed Reinforcement

In the case of reinforcing bars which are unbonded, deteriorated, or have greater than one-half of the bar perimeter exposed, concrete removal shall be continued until the bar is completely exposed and a minimum clearance of 1" has been achieved around the bar to provide mechanical bond with patch material.

3.2.3 Excavation in Concrete

The deteriorated areas indicated to be repaired shall be excavated to sound concrete. The sides of the excavation shall be approximately perpendicular to the exposed surface. The bottom (or back) of the excavation shall be approximately parallel with the exposed surface of the patch. The surfaces of the excavation shall be finished to remove excessive variations and roughness, and shall be shaped to provide a patch with uniform dimensions. Feathering at edges shall not be permitted. The excavation shall be accomplished to minimize the appearance of bond lines between the patch and the adjacent concrete and other abutting surfaces. Surfaces of the structure, and surfaces adjacent to the excavation shall be protected from damage which may result from excavation operations.

3.2.4 Cleaning of Excavations

The surfaces of excavations to be bonded to by the concrete and mortar patch shall be cleaned of dust, dirt, laitance, corrosion products, or other contamination. Cracks and voids in the excavation shall be flushed out with clean water and dried. Concrete surfaces to be in contact with the freshly placed concrete shall be maintained in a continuously damp condition for at least 24 hours prior to concrete placement. Immediately before placement, areas to be patched shall be cleaned and rinsed, followed by blowing dry with filtered, dry, compressed air to remove excess water, and to provide a surface in a saturated, surface-dry, damp condition. The surfaces of excavation shall be cleaned by water blasting, and manual scrubbing methods. Sand blasting shall not be used to clean concrete surfaces. Surfaces of the structure, and surfaces adjacent to the excavation shall be protected from damage which may result from cleaning operations.

3.2.5 Preparation of Excavations

An epoxy bonding prime coat, Type II or V, shall be applied to the areas of existing hardened concrete that will be bonded to newly placed fresh concrete. Areas to receive the resin-based mortar patch shall be primed per manufacturers recommendations.

3.3 FORMWORK ERECTION

Formwork shall be erected in accordance with the detail drawings to ensure that the finished concrete members conform accurately to the indicated dimensions, lines, elevations, and finishes. Deflection shall not exceed 1/360th of each component span or distance between adjacent supports. Deflections and tolerance shall not be cumulative. Form liners shall be installed as necessary to provide the required finish. Forms shall be coated with form release agents before reinforcement is placed. Formwork shall conform to ACI 301 and ACI 347R.

3.4 CONCRETE REPAIR

3.4.1 General

Repairs shall be accomplished in accordance with ACI SP-85, except as otherwise specified herein or directed. Detailing shall conform to ACI 315. Repaired surfaces shall match adjacent existing surfaces in all respects. Formwork as necessary to reconstruct concrete to match adjacent surfaces shall be provided. Voids shall be filled flush with adjacent surfaces. All materials shall be used in accordance with the manufacturer's instructions.

3.4.2 Spalls

Spalls less than 1 inch deep, where indicated to be repaired, shall be dry packed with an approved patching mortar. Spalls greater than 1 inch deep shall be excavated and patched with concrete.

3.4.3 Patch Anchor

Surface areas to be patched which do not have reinforcement or other metal embedments which will be embedded in the patching concrete and mortar shall be provided with a patch anchor. Patch anchors shall be provided to ensure that the patch is tied to the existing concrete

structure. Patch anchors shall be provided within the excavation at a frequency of at least one patch anchor per square foot of patch plan surface area, specific locations for patch anchors shall be as indicated or directed. Small handheld low speed rotary masonry drills shall be used to produce holes in the existing concrete, within the limits of the excavations for the patch anchor installation.

3.4.3.1 Drill Holes

Holes shall be drilled into the existing concrete substrate material of the excavation using rotary (non-hammer) drills. Holes shall have a diameter 1/8 inch larger than the anchor diameter. The holes shall be drilled to a minimum depth of 6 inches, except as otherwise indicated or directed. The drill holes shall be produced to ensure that the holes do not penetrate completely through the concrete, and will provide at least 1 inch of concrete cover around the drill hole. The holes shall be cleaned by water blasting to remove drill dust and other debris. Following cleaning of the holes, the holes shall be dried to remove all traces of moisture. The holes shall then be conditioned in accordance with the epoxy adhesive manufacturer's recommendations.

3.4.3.2 Anchor Installation

Anchors shall be cleaned to remove all contaminants which may hinder epoxy bond. Epoxy adhesive shall be injected into the back of the drilled holes. Sufficient epoxy shall be placed in the holes so that when the anchors are inserted, the epoxy completely fills the holes and excess epoxy is not exuded from the holes. Anchors shall be inserted immediately into the holes. The anchors shall be set back from the exterior face at least 1 inch. Anchors shall be installed without breaking or chipping the exposed concrete surface.

3.4.3.3 Cleanup

Excess epoxy and spills shall be completely removed from the surface of the excavation. The surface of the excavation shall be left in a clean and uncontaminated condition. Spills on adjacent surfaces shall also be removed and surfaces repaired as required.

3.4.4 Application of Concrete and Mortar Patching

Concrete and mortar shall be placed to rebuild spalled or damaged areas to match the original surface finish, level, texture, and color. Concrete shall be cured as specified herein. The finished appearance of the patch shall match the adjacent existing surface.

3.5 CURING AND PROTECTION

3.5.1 General

All mortar shall be cured by an approved method for at least 7 days. Immediately after placement, mortar shall be protected from premature drying, extremes in temperatures, rapid temperature change, mechanical injury and injury from rain and flowing water. Air and forms in contact with mortar shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. All materials and equipment needed for adequate curing and protection shall be available and at the placement site prior to placing concrete and mortar. No fire or excessive heat shall be permitted

near or in direct contact with the mortar at any time. Curing shall be accomplished by any of the following methods, or combination thereof, as approved.

3.5.1.1 Moist Curing

Mortar to be moist-cured shall be maintained continuously wet for the entire curing period. If water or curing materials stain or discolor concrete and mortar surfaces which are to be permanently exposed, the concrete and mortar surfaces shall be cleaned. When wooden forms are left in place during curing, they shall be kept wet at all times. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces, using suitable materials.

3.5.1.2 Membrane Curing

Membrane curing shall not be used on surfaces that are to receive any subsequent treatment depending on adhesion or bonding to the concrete; except a styrene acrylate or chlorinated rubber compound meeting CRD C-300 requirements may be used for surfaces which are to be painted or are to receive bituminous roofing or waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing or flooring specified. Curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. Surfaces shall be thoroughly moistened with water and the curing compound shall be applied to slab surfaces as soon as the bleeding water has disappeared, with the tops of joints being temporarily sealed to prevent entry of the compound and to prevent moisture loss during the curing period. Compound shall be applied in a one-coat continuous operation by mechanical spraying equipment, at a uniform coverage of 200 square feet per gallon. Concrete surfaces which have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage specified. Surfaces coated with curing compound shall be kept free of foot and vehicular traffic, and from other sources of abrasion and contamination during the curing period.

3.5.2 Epoxy Adhesives

Epoxy adhesives shall be protected and cured in accordance with the manufacturer's recommendations. The adjacent surfaces and ambient conditions shall be maintained within the manufacturer's recommendations. The patch anchors and epoxy adhesive shall be protected from displacement and disturbances.

3.6 CONCRETE AND MORTAR FINISHES AND COLOR

Mortar finishes and color shall match the finish and color of the existing adjacent concrete. Finishing shall be accomplished at the time of concrete and mortar placement or immediately after formwork removal.

3.6.1 Finishing and Texturing

The exposed surfaces of new mortar work shall match the finish, texture, and surface detail of the adjacent original surface. Mechanical finishing and texturing may be required to produce the required finish and appearance. The finishing and texturing shall be accomplished in such a way

as to help conceal bond lines between the patch and adjacent surfaces. The texturing shall provide replication of all surface details, including tooling and machine marks. The equipment used in finishing and texturing shall be a low impact energy type which will not weaken the patch or damage the patch bond and the adjacent concrete. Equipment used for finishing and texturing shall be demonstrated on sample panels of concrete and mortar to demonstrate performance and suitability of the equipment and methods. Equipment and methods shall be subject to specific approval.

3.7 FINAL CLEANING

No sooner than 72 hours after completion of the curing period. All surfaces of the structure shall be washed down with water and scrubbed with a soft bristle brush, then rinsed with clean water. Discoloration's which cannot be removed by these procedures, shall be considered defective work. Cleaning work shall be done when temperature and humidity conditions are such that surfaces dry quickly. Care shall be taken during cleaning operations to protect adjacent surfaces from damage..

3.8 PROTECTION OF WORK

The work shall be protected against damage from subsequent operations until final acceptance.

3.9 DEFECTIVE WORK

Defective work shall be repaired or replaced, as directed, using approved procedures at no additional cost to the government.

3.10 FINAL INSPECTION

Following completion of the work the structures shall be inspected for damage, staining, and other distresses. The patches shall be inspected for cracking, crazing, delamination, unsoundness, and staining and other defects. The finish, texture, color and shade, and surface tolerances of the patches shall be inspected to verify that all requirements have been met. All surfaces exhibiting defects shall be repaired as directed.

END OF SECTION

SECTION 05055

METALWORK FABRICATION, MACHINE WORK AND MISCELLANEOUS PROVISIONS

PART 1 GENERAL

1.1 PURPOSE

This section specifies the general workmanship standards applicable to the fabrication, assembly, and testing of various items of metalwork and machine work to insure conformance with the specifications and miscellaneous requirements incident to the rehabilitation of the small lock guard gates. These requirements are in addition to those contained in the section pertaining to the specific item of work or as indicated on the drawings.

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 OF MECHANICAL ENGINEERS (ASME)

- | | |
|--------------|--|
| ASME B4.1 | (1967; R1994) Preferred Limits and Fits for Cylindrical Parts |
| ASME B46.1 | (1985) Surface Texture (Surface Roughness, Waviness, and Lay) |
| ASME BVPC IX | (1995) Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|------------|--|
| ASTM A 123 | (1989a) Zinc (Hot-Galvanized) Coatings on Iron and Steel Products |
| ASTM A 325 | (1994) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength |
| ASTM A668 | (1996) Steel Forgings, Carbon and Alloy, For General Industrial Use |
| ASTM E 165 | (1995) Liquid Penetrant Examination Inspection Method |
| ASTM E 709 | (1995) Magnetic Particle Examination |

AMERICAN WELDING SOCIETY (AWS)

- | | |
|----------|--|
| AWS D1.1 | (1994) Structural Welding Code - Steel |
|----------|--|

1.3 SUBMITTALS

Government approval is required for all 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:

Schedules

Material Orders; FIO.

Copies of purchase orders, mill orders, shop orders and work orders for materials, including all new orders placed by Contractors and old orders extended by each supplier, shall be submitted prior to the use of any materials in the work. Where mill tests are required, the purchase orders shall contain the test site address and the name of the testing agency.

Materials List; FIO.

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

Shipping Bill; FIO.

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

Statements

Welding Procedures for Structural Steel: GA.

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

Structural Steel Welding Repairs; GA.

Welding repair plans for all steel, including castings, shall be submitted and approved prior to making repairs.

Reports

Tests, Inspections and Verifications; FIO.

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

Certificates

Qualification of Welders and Welding Operators; FIO.

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

Records

Materials Disposition Records; FIO.

Materials disposition records shall be submitted before completion of contract.

1.4 METALWORK AND MACHINE WORK DETAIL DRAWINGS

Detail drawings for metalwork and machine work shall include catalog cuts, fabrication and assembly details and type, grade and class of materials, as appropriate. Elements of fabricated items inadvertently omitted on contract drawings, or partial replacement using welding as directed by the Contracting Officer, shall be detailed by the fabricator and indicated on the drawings.

PART 2 PRODUCTS

2.1 FABRICATION

2.1.1 Structural Fabrication

Material must be straight before being laid off or worked. If straightening is necessary, it shall be done by methods that will not impair the metal. Sharp kinks or bends shall be cause for rejection of the material. Material with welds will not be accepted, except where welding is definitely specified, indicated on the drawings, directed by the Contracting Officer for replacement of corroded material or otherwise approved. Bends, except for minor details, shall be made by approved dies, press brakes, or bending rolls. Where heating is required, precautions shall be taken to avoid overheating the metal, and it shall be allowed to cool in such a manner as not to destroy the original properties of the metal. Shearing shall be accurately done and all portions of the work shall be neatly finished. Corners shall be square and true, unless otherwise shown on the drawings. Reentrant cuts shall be filleted to a minimum radius of 3/4 inch unless otherwise approved. Finished members shall be free from twists, bends, and open joints. All bolts, nuts, and screws shall be tight.

2.1.1.1 Dimensional Tolerances for Structural Work

Dimensions shall be measured by means of an approved calibrated steel tape of approximately the same temperature as the material being measured at the time of measurement. The overall dimensions of an assembled structural unit shall be within the tolerances indicated on the drawings or as specified in the section pertaining to the specified item of work. Except as required to meet the requirements above, an allowable variation of 1/32 inch is permissible in the overall length of individual component members with both ends milled; individual component members without milled ends shall not deviate from the dimensions shown on the drawings by more than 1/16 inch for members 30 feet or less in length and by more than 1/8 inch for members over 30 feet in length. In any event, structures or assemblies made from two (2) or more members (milled or unmilled) shall not deviate from the overall dimensions shown on the drawings by more than the tolerance for any one member.

2.1.1.2 Structural Steel Fabrication

Flame cutting of material other than structural steel shall be subject to approval and where proposed shall be indicated on shop drawings submitted to the Contracting Officer. Structural steel may be cut by mechanically guided or hand guided torches, provided an accurate profile

with a smooth surface which is free from cracks and notches is obtained. Surfaces and edges to be welded shall be prepared in accordance with Subsection 3.2 of AWS D1.1. All edges, to be painted and not be welded, shall be rounded or chamfered a minimum of 1/16 of an inch. All slivers shall be removed. Where crevices are formed in bolted or welded connections, seal welding or shimming to close off the crevice shall be accomplished.

2.1.2 Welding

2.1.2.1 Welding of Structural Steel

a. **Welding Procedures for Structural Steel:** The Contractor shall submit to the Contracting Officer a complete schedule of welding procedures which shall consist of detailed procedure specifications for each structure to be welded and tables or diagrams showing the procedure to be used for each required joint. Each welding procedure shall have an identifying mark number. Each weld symbol on the shop drawings shall have the appropriate weld procedure mark number shown in the tail of the weld symbol. The schedule shall conform to the provisions of sections 2, 3, 4, 7 and 9 of AWS D1.1, include filler metal requirements, preheat and interpass temperature requirements and any stress relief heat treatment, and show the types and locations of welds designated in the specifications to receive nondestructive examination. The procedures shall be such as to minimize residual stresses and distortion of the completed weldment. Procedures shall be qualified by tests as required and prescribed in section 5 of AWS D1.1 except for prequalified procedures as described in Article 5.1 of AWS D1.1. Properly documented evidence-of compliance with all requirements of these specifications for previous qualification tests will establish the joint welding procedure as prequalified. Each procedure shall be clearly identified as being either prequalified or qualified by tests. The test welding and specimen testing must be witnessed and the test report document signed by a representative of the Contracting Officer. The Contractor will be directed and authorized to make any changes in previously approved welding procedures that are deemed necessary or desirable by the Contracting Officer. Approval of any procedure, however, will not relieve the Contractor of the responsibility for producing a finished structure meeting all requirements of these specifications.

b. **Welding Process.** Unless otherwise authorized, welding of structural steel shall be by an electric arc-welding process, using a method which excludes the atmosphere from the molten metal. Welding, unless otherwise specified, shall conform to the applicable provisions of sections 1 through 7 and sections 9, 10 and 11 of AWS D1.1.

c. Welding Technique

(1) **Filler Metal:** The electrode, electrode-flux combination, and grade of weld metal shall conform to the appropriate AWS specification for the base metal and welding process being used. Only low hydrogen electrodes shall be used for manual shielded metal-arc welding regardless of the thickness of the steel. The AWS designation of the electrodes to be used shall be included in the schedule of welding procedure to be furnished by the Contractor. To maintain low moisture of low hydrogen electrodes, a controlled temperature storage oven shall be used at the jobsite as prescribe by subsection 4.5 of AWS D1.1.

(3) **Stress Relief Heat Treatment:** Where stress relief heat treatment is specified or required on the drawings, it shall be in accordance with the requirements of subsection 4.4 of AWS D1.1, unless otherwise authorized or directed by the Contracting Officer.

(2) **Preheat and Interpass Temperature:** Preheating shall be performed as

required by subsections 4.2 and 4.3 of AWS D1.1 or as otherwise specified, except that the temperature of the base metal shall be at least 700° F. The weldments to be preheated shall be slowly and uniformly heated by approved means to the prescribed temperature, held at that temperature until the welding is completed, and then permitted to cool slowly in still air.

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

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

2.1.2.2 Welding of Steel Castings:

Castings shall have all unsound material removed by chipping, machining, air-arc gouging or grinding of any surfaces which will be incorporated into welded connections. Major connections, designed for transfer of stresses, shall not be welded if the temperature of the casting is lower than 100° F. Castings containing over 0.35 percent carbon or over 0.75 percent manganese shall be preheated to a temperature not to exceed 450° F and welding shall be accomplished while the castings are maintained at a temperature above 350° F. Welding will not be permitted on castings containing carbon in excess of 0.45 percent, except on written authorization by the Contracting Officer. Castings requiring welding repairs after the first annealing and castings involving welding fabrication shall be stress relieved annealed prior to receiving final machining unless otherwise permitted by the Contracting Officer.

2.1.3 Bolted Connections

2.1.3.1 Bolted Structural Steel Connections

Bolts, nuts, and washers shall be of the type specified or indicated in the contract or reference drawings. All nuts shall be equipped with washers as indicated on reference drawings. Where the use of high-strength bolts is specified or indicated on the drawings, the materials, workmanship, and installation shall conform to the applicable provisions of ASTM A . Button-head ribbed bolts shall replace button-head rivets with the head on the outside of the gate. Countersunk head high strength bolts shall have a recess for an "Allen" type wrench or equivalent. Carbon steel pins and collars (lockpins) conforming to the requirements of MIL-P-23469B with flanged carbon steel collars may be used instead of high strength bolts for replacing rivets. Washers will not be used on high strength bolts or lockpins bolts or lockpins shall have a diameter equal to or greater than the rivets they are replacing. Button or countersunk heads shall be on the outside face of the gate skin plates, cover plates, and top girder. The projecting broken end of lock bolt pins beyond the collars shall be ground smooth. Button heads of high strength bolts or lockpins shall have lead washers between the head and the outside of the

skinplate. Lockpins shall be installed as recommended by the manufacturer. Countersunk head bolts or countersunk head lockpins shall be used under timbers.

a. Bolts Holes: All bolt holes shall be accurately located smooth, perpendicular to the member and cylindrical.

(1) Holes for Regular Bolts shall be drilled or subdrilled and reamed in the shop and not more than 1/16 inch larger than the diameter of the bolt unless otherwise shown on the drawings.

(2) Holes for Fitted Bolts shall be match-reamed or drilled in the shop. Burrs resulting from reaming shall be removed. The threads of bolts shall be entirely outside of the holes. The body diameter of the bolt shall have tolerances as recommended by ASME B4.1 for the class of fit specified. Fitted bolts shall be fitted in reamed holes by selective assembly to provide an LN-2 fit. Where castings are bolted to the gate through existing hole; errors in alignment shall be corrected by welding around the perimeter of the hole in the structural steel and drilling or reaming.

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

(4) Holes for Tap Bolts: All provisions for holes for fitted bolts apply to tap bolts, except that holes for the body of the tap bolt may be 1/32 inch larger than the bolt.

2.1.4 Castings

2.1.4.1 Existing Castings

Each existing casting shall be marked to indicate its location on the gate leaf from which it was removed. Castings shall be stored in a location accessible for inspection.

2.1.4.2 Repair of Pintle Foundation and Pintle Seal Castings:

a. Templates: The Contractor shall obtain left and right hand templates from the Lake Washington Ship Canal Project Engineer to establish locations of required repairs for the pintle foundation and seal castings finished vertical surfaces. The templates shall be used to set the reaction castings and check the clearance between pintle seat bases and foundation casting. The templates shall accurately align with the vertical surfaces of the pintle seals and pintle shoes so that the template base will bear against the vertical shoulder of the foundation casting, when in the open-gate position. When the template is rotated to the closed-gate position, the pintle shoes shall bear against the reaction castings, and the pintle bases shall move 1/32 inch out from the foundation casting shoulders. At this position, the pintle shoes shall bear lightly against the pintle seal castings. After the reaction castings and gates are in place, the templates shall be returned to the Lake Washington Ship Canal Project Engineer.

2.1.5 Machine Work

All tolerances, allowances, and gages for metal fits between plain, nonthreaded cylindrical parts shall conform to ASME B4.1 for the class of fit as shown or otherwise required. Where fits are not shown, they shall be suitable as determined by the Contracting Officer. Tolerances for machine-finished surfaces designated by nondecimal dimensions shall be within 1/64 inch. Sufficient machining stock shall be allowed on placing pads to insure true surfaces of solid material. Finished contact or bearing surfaces shall be true and exact to secure full contact. Journal surfaces shall be polished and all surfaces shall be finished with sufficient smoothness and accuracy to insure proper operation when assembled. Parts entering any machine shall be carefully and accurately machined and all like parts shall be interchangeable, provided that, where parts are assembled together for drilling and/or reaming of holes or for machining, the parts will not be required to be interchangeable with like parts insofar as the assembled operation is concerned after this operation is completed. All drilled holes for bolts shall be accurately located.

2.1.6 Inspection of Structural Steel Welding

Welding shall be subject to inspection by the Government to determine conformance with the requirements of AWS D1.1, the approved welding procedures, and provisions stated elsewhere in these specifications. The Contracting Officer may require nondestructive inspection of designated welds and may require supplemental examination of any joint or coupons to be cut from any location in a joint. The Contractor shall maintain an adequate inspection system and perform the necessary inspection in accordance with the Contractor Inspection System paragraph of the CONTRACT CLAUSES of this contract.

2.1.6.1 Visual Examination

Prior to any welding, the Contractor shall visually inspect the preparation of material for welding to assure compliance with section 3 of AWS D1.1. All completed welds shall be cleaned and examined carefully by the Contractor for insufficient throat or leg sizes, cracks, undercutting, overlap, excessive convexity or reinforcement, and other surface defects to insure compliance with the requirements of section 3 and section 9, part D, of AWS D1.1. Defects shall be corrected as provided in 8.1.7 below.

2.1.6.2 Non-Destructive Examination

The non-destructive examination of shop and field welds shall be performed as hereinafter specified.

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

b. Examination Procedures:

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

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

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

(4) Dye Penetrant Inspection: Dye penetrant inspection of welds shall conform to the applicable provisions of ASTM E 165.

c. Acceptability of Welds. Welds shall be unacceptable if shown to have defects prohibited by AWS D1.1, subsection 9.25 or possess any degree of incomplete fusion, inadequate penetration or undercutting.

d. Welds to be Subject to Non-Destructive Examination: Approximately 10 percent of the total length of all other welds shall be examined as specified below:

(1) Spot Testing of Groove Welds: Groove welds in tee or corner joints shall be examined using ultrasonic testing. Groove welds in butt joints shall be examined using ultrasonic or radiographic testing methods.

(2) Spot Testing of Full Penetration Welds: Full penetration welds shall be examined by any of the testing methods in paragraph 8.1.6.3.2.,.

(3) Spot Testing of Fillet Welds: Fillet welds shall be examined by the magnetic particle inspection or by dye penetrant inspection.

2.1.6.3 Supplemental Examination

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

2.1.7 Structural Steel Welding Repairs

Defective welds shall be repaired in accordance with AWS D1.1, Subsection 3.7. A welding repair plan shall be submitted for approval before repairs are made when deemed necessary by the Contracting Officer. Defective weld metal shall be removed to sound metal by use of air carbon-arc gouging. The surfaces shall be thoroughly cleaned before welding. Welds that have been repaired shall be retested by the same methods used in the original inspection. Except for repair of members cut to remove test coupons and found to contain acceptable welds costs of repairs and retesting shall be borne by the Contractor.

PART 3 EXECUTION

3.1 INSTALLATION

All parts to be installed shall be thoroughly cleaned. Packing compounds, rust, dirt, grit, and other foreign matter shall be removed. Holes and grooves for lubrication shall be cleaned. Enclosed chambers or passages shall be examined to make sure that they are free from damaging materials. Where units or items are shipped as assemblies the Contractor shall notify the representative of the Contracting Officer to allow for possible inspection prior to installation. Disassembly, cleaning, and lubrication will not be required except where there is indication that such work is necessary to place the assembly in a clean and properly lubricated condition. Pipe wrenches, cold chisels, or other tools likely to cause damage to the surfaces of rods, nuts, or other parts shall not be used for the work of assembling and tightening parts. Bolts and screws shall be tightened by turn of the nut method per AISC specification. Threads of all bolts, except high-strength bolts, nuts, and screws shall be lubricated by graphite and oil before assembly. Threads of corrosion-resisting steel bolts and nuts shall be coated with a suitable anti-galling compound. Driving and drifting bolts or keys will not be permitted.

3.1.1 Alignment and Setting

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

3.1.2 Installation and Adjustment of Appurtenant Parts

The installation and adjustment of appurtenant parts to the gates shall be in accordance with the following provisions:

3.1.2.1 Pintles and Pintle Bushings

The bearing surface of the pintle bushings shall be finished truly hemispherical. The bushing shall be inserted by snug fit into the pintle shoe casting and held from rotating by steel-screw dowels, as shown on the drawings. The pintle ball shall then be fitted into the bushing by scraping the bushing until uniform contact is attained over the 95 percent of the entire bearing surface as determined by testing with approved coloring. Each pintle ball shall be match-marked with the bushing with which it was fitted and so erected in the field. The pintle shall have a snug fit with the pintle base and keyed in place, as shown on the reference drawing R2. The bearing surfaces of the pintle shoes shall be cleaned thoroughly and bearing surfaces between pintle and base coated with an epoxy bond breaker prior to assembly with the gate leaves.

3.1.2.2 Eyebar Anchorages

Top anchorages shall be accurately set and blocked rigidly in their correct location directly over the centers of the pintles. The horizontal anchorage arms and the anchor bars shall be absolutely level. When the gudgeon pins are inserted, the quoin posts shall be plumb and the gate leaves shall swing horizontally throughout the entire travel.

3.1.2.3 Reaction Bars

The pintle seat casting shall be 3/64 inch plus or minus 1/64 inch out from the foundation casting shoulder when the gate is installed. After bolting reaction casting, jacking bolts shall be tightened to carry the gate thrust. After gate installation, adjustment shall be checked. Further adjustments shall be made in the reaction bars to obtain complete bearing between the quoin castings and the reaction bar and the horizontal clearance between the pintle casting and pintle foundation casting. Voids between the reaction castings and reaction girders shall be filled with epoxy filler.

3.1.2.4 Miter Castings

The void between the miter castings and the miter end of the gate shall be filled with epoxy. The final adjustment to insure continuous contact over the miter end shall be made with the miter bearing bars and miter castings as specified hereinafter.

3.1.2.5 Miter Bearing Bars

Bars shall be adjusted to provide continuous contact over the full height of the gate leaf with the gate in its mitered position. Maximum amount of the bars shall be exposed from the miter casting while insuring continuous contact over the miter, locked down, and epoxy filler between miter-bearing bars and miter castings. Then the wood sill is made to the gap at the sill. After the final adjustments have been made on the contact blocks with the gate in the mitered position: the gate leaves shall be swung out of miter sufficiently to permit placement of the epoxy filler between the miter-bearing bars and miter castings as specified hereinafter.

3.1.3 Application of Epoxy Filler

All steel surfaces within the area to receive epoxy filler shall be cleaned and coated with a bond breaker to prevent adherence between epoxy and metal. Bolts and tap bolts used for attaching castings to structural steel and castings together shall have their entire length coated with bond breaker, including threads. Size, location, mixing, and injection of epoxy filler shall be performed under the supervision of the epoxy manufacturer's representative.

3.1.3.1 Quoin Castings and Pintle Shoe Castings

After alignment of quoin castings and pintle shoe castings, the perimeter of the castings at the connection between quoin castings and end posts and between foundation' castings and the gate bottoms shall be sealed, except for vent holes, and liquid epoxy shall be injected until all voids are completely filled.

3.1.3.2 Reaction Bars

After alignment of reaction bars and sealing of perimeter, pourable epoxy filler shall be used to fill the spaces between the reaction bars and reaction girders. Epoxy shall be placed through drilled holes in the reaction girders, starting at the bottom and working upward in short lifts, repeating the process.

3.1.3.3 Miter Castings and Miter Reaction Bars

After miter casting alignment and bolting, the space between the miter castings and end posts shall be filled with epoxy filler. The procedure shall be similar to epoxy injection for quoin castings, as described heretofore. After gate installation and adjustment at the quoin casting and reaction casting side and the adjustment of the miter bars at their line of bearing, the space between the miter bars and the end posts shall be filled with epoxy. The perimeter of junction between miter bars and miter castings shall be sealed. Epoxy filler shall be injected through drilled holes in lifts starting at the bottom and continuing upward until the entire space between miter bars and miter castings is filled.

3.1.3.4 Miter and Clapper Sills

3.1.3.4.1 Clapper sills shall be shaped to fit bottom plates and bear against miter sill, as shown. Bolt holes of proper size shall be drilled through sills, as indicated. All joints in clapper sills shall be watertight. After pressure treatment of fir portions of sills, the sills shall be installed to details indicated in contact with miter sills with miter bars in contact.

3.1.3.4.2 Miter sills shall be shaped to fit fixed sill castings, as indicated. New stainless steel stud bolts shall be installed using triple unit stud anchors. After pressure treatment, miter sills shall be firmly fastened in place as indicated, with all spaces filled with neat grout.

3.2 PROTECTION OF FINISHED WORK

3.2.1 Machined Surfaces

Machined surfaces shall be thoroughly cleaned of foreign matter. All finished surfaces shall be protected by suitable means. Unassembled pins and bolts shall be oiled and wrapped with moisture-resistant paper or protected by other approved means. Finished surfaces of ferrous metals to be in bolted contact shall be washed with a rust inhibitor and coated with a suitable rust-resisting compound for temporary protection during fabrication, shipping, and storage periods.

3.2.2 Lubrication after Assembly

The Contractor shall lubricate all areas of the gates where appurtenant parts move/rotate. Before erection of assembly, all bearing surfaces shall be thoroughly cleaned and lubricated with an approved lubricant. The Government will furnish the lubricant. After assembly, all lubricating systems shall be filled with the lubricant furnished and, as required, additional lubricant shall be applied at regular intervals to maintain the equipment in satisfactory condition until acceptance of the work by the Government.

3.3 TESTS

3.3.1 Materials

The Contractor shall, at his expense, perform analyses and tests to demonstrate that all materials are in conformity with these specifications. Should the Contractor desire to use stock materials not manufactured specifically for the work covered by these specifications, he shall submit evidence, satisfactory to the Contracting Officer, that such material conforms to the requirements of the specifications. Detailed tests of these materials will then not be required, if so approved. Tests, except where modified, shall be made as indicated in the respective

detailed specifications or on the drawings and, unless otherwise authorized, in the presence of the Contracting Officer. The Contractor shall furnish the Contracting Officer certified reports in accordance with SPECIAL CLAUSES of all required analyses and tests. The Contractor shall furnish the Contracting Officer, upon request, specimens and samples for independent analyses and tests. These specimens and samples shall be properly labeled and prepared for shipment.

3.3.2 Special Requirements:

3.3.2.1 Non-Destructive Testing

When doubt exists as to the soundness of any material part, such part shall be subjected to any form of nondestructive testing as determined by the Contracting Officer. This may include ultrasonic, radiographic, magnetic particle inspection, or any other test that will thoroughly investigate the part in question. Any defects will be cause for rejection, and the rejected part shall be replaced and retested at the Contractor's expense.

3.3.2.2 Tests of Structural Units

Each complete structural unit, as required by other sections of these specifications, shall be erected and tested in the field in the presence of the Contracting Officer, unless otherwise directed. Waiving of tests, however, will not relieve the Contractor of responsibility for any fault in operation, workmanship, or material that may develop before the completion of his contract. The details for tests shall conform to the requirements of the particular sections of these specifications.

END OF SECTION

SECTION 05502

METALS: MISCELLANEOUS, STANDARD ARTICLES, SHOP FABRICATED ITEMS

PART 1 GENERAL

1.1 SCOPE: The work covered by this section consists of providing all equipment, labor, and materials in connection with fabricating, furnishing, and installing miscellaneous metal materials, standard articles and shop-fabricated items. Additional fabrication requirements and workmanship provisions for items specified in this section shall conform with Section 05055 METALWORK FABRICATION, MACHINE WORK, AND MISCELLANEOUS PROVISIONS.

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

ASTM A 36 (1996) Structural Steel

ASTM A 325 (1997) Structural Bolts, Steel, Heat Treated, 120/105 KSI
Minimum Tensile Strength

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B18.2.1 (1981; Suppl 1991; R 1992)) Square and Hex Bolts and Screws
(Inch Series)

ASME B18.2.2 Square and Hex Nuts (Inch Series)

ASME B18.22.1 (1965; R1990) Plain Washers

1.3 QUALITY CONTROL

Tests, workmanship, and other applicable quality control requirements for materials and items contained herein shall be as specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, AND MISCELLANEOUS PROVISIONS.

1.4 SUBMITTALS

Government approval is required for all 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:

Manufacturers Data

Ultra-High-Molecular-Weight Polyethylene (UHMW-PE); GA. Anodes, Corrosion Preventative,

Zinc; GA. Pins and Collars, Swage Locking (Lockpins); GA. Rubber Seals; G

Certificates

Bolts; FIO

Submit a statement identifying original manufacturer for each type of bolt. Each certificate shall be signed by an official of the original manufacturer who is authorized to certify in behalf of the manufacturer and shall indicate quantity and date or dates of shipment or delivery to which the certificates apply. Note: Each new bolt installed under this contract shall be marked with the manufacturer's identification symbol located on top of the bolt head.

PART 2 PRODUCTS

2.1. MISCELLANEOUS METALS AND STANDARD METAL ARTICLES

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

2.1.1 Structural Steel and Miter Bars

ASTM A 36, unless otherwise noted.

2.1.2 Bolts, Nuts and Washers

Bolts, nuts and washers shall be of the material, grade, type, class, style, and finish indicated or best suited for intended use as determined by the Government.

2.1.2.1 High Strength Bolts, Nuts and Washers

ASTM A 325, Type 1

2.2. SHOP FABRICATED METAL ITEMS

Shop-fabricated metal items shall conform to the requirements and details as specified or shown on the drawings, including reference drawings where applicable, and to the workmanship provisions and other applicable fabrication requirements as specified in Section 05055 METALWORK FABRICATION, MACHINE WORK, AND MISCELLANEOUS PROVISIONS.

2.3 MISCELLANEOUS METAL FILLERS

2.3.1 Epoxy Filler

Epoxy filler between miter bars and miter castings and between reaction castings and reaction girders shall consist of a two-part epoxy compound (such as that manufactured by the Nordberg Manufacturing Company, Milwaukee, Wisconsin, and sold under the trademark NORDBAK, or as manufactured by Philadelphia Resins, Montgomeryville, Pennsylvania, under the trade name CHOCKFAST, ORANGE, or approved equal.

2.3.2 Neat Grout

Neat grout shall be composed of Portland cement and water, proportioned to produce a workable mixture

END OF SECTION

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SECTION 05902

GATE REMOVAL, INSPECTION, ASSEMBLY, TESTING AND ERECTION

PART 1 GENERAL

1.1 GATE REMOVAL: Prior to commencing either upstream service or guard gate removal, the Contractor shall submit for approval a detailed description with all necessary explanatory drawings showing the method of removal he proposes to employ in accordance with shop drawings requirement of SPECIAL CLAUSES (00800) and SECTION 01001: SUPPLEMENTARY REQUIREMENTS. The description shall include the attachments for lifting the gate leaves off the pintles, handling for delivering the gate leaves to the work site and back, the location and method of support for removal and handling equipment, and the provisions to be taken to protect concrete and other work during the operation. The Contractor shall submit for approval proposed method of removing gate from the water, method of supporting the gate, and method of moving the supports for completing work under supports. Definite provisions shall be made to insure that no heavy handling machinery units such as cranes, derricks, and hoists are placed directly upon concrete walks or walls without suitable approved grillage to distribute the loads. All necessary precautions shall be taken to avoid distortion of the gate as a whole or any of its component parts.

1.2. INSPECTION: Contractor shall give written notice to the Contracting Officer 5 days in advance of date each gate leaf is ready for inspection. Government will require 2 days to inspect each gate leaf and will furnish direction as to work required within 14 days after start of inspection.

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GOVERNMENT FURNISHED GATES: The new Government furnished gates to be installed by the contractor are located on the Government facility. The new gates are fully assembled and ready for installation, except for miter bars, clapper seals, walkway and railings. Contractor shall install seals prior to placement of the gates. The new Government furnished gates to be installed by the Contractor are located on the Government facility. The new gates are fully assembled and ready for installation except for miter bars, clapper seals, walkways, and railings. These items are to be installed by the Contractor. The Contractor shall install seals prior to placement of the gates.

3.2 GATE REPLACEMENT: Prior to placement of the guard gates in the small lock chamber, the Contractor shall submit 5 copies for approval of the Contracting Officer a detailed description with all necessary explanatory drawings showing the method of gate placing he proposes to employ. The description shall include the location and method of support of erection and handling equipment; the provisions to be taken to protect concrete and other work during erection; the method of maintaining the work in correct alignment; the methods proposed for adjusting pintle seat, top anchorage, and reaction castings and injecting epoxy filler. Each gate shall be erected using a crane on a floating barge during the dewatering period. After lowering gate leaf on pintle, but before releasing each gate leaf, top connection shall be made at anchorage truss connection castings and top anchorage eyebars. Definite provisions shall be

made to insure that no heavy erection and handling machinery units such as cranes, derricks, and hoists are placed directly upon concrete walks or walls without suitable approved grillage to distribute the loads. All necessary precautions shall be taken to avoid distortion of the gate as a whole or any of its component parts. Special care shall be exercised during the progress of erection to guard against any sag of the miter end of the gate leaves due to compression of the blocking or from other causes.

3.3 TRIAL OPERATION AND TESTS: After erection and before final acceptance, the guard gates will be examined with the gate in its mitered position to determine whether or not the erection workmanship conforms to the specification requirements. The Contractor will be required to operate each gate from the fully-open to the fully-closed positions a sufficient number of times to demonstrate that all parts are functioning properly. Any and all defects disclosed during the above examination and trial operations shall be corrected by the Contractor and each gate shall be tested for watertightness with a pressure hose using a minimum pressure of 60 p.s.i. at the nozzle. Test shall be applied to the spot between miter bars, connecting between miter castings and gate, connection between quoin castings and gate, seal between quoin casting and reaction casting and seal between reaction casting and reaction girder. After erection and before acceptance of the guard gates, the gates will be closed to the mitered position and the lock chamber between the service gates will be filled while the lock chamber between the guard gate and the service gate remains unwatered. The gate will then be examined to determine watertightness. Likewise, after erection and before acceptance of the guard gates, the gates will be closed to the mitered position and the area between the closure bulkheads and the guard gate is filled while the lock chamber between the service gates is unwatered at which time it will be examined to determine watertightness. Any defects disclosed in either gate shall be corrected by the Contractor at no cost to the Government, and a satisfactory retest shall be made. Leakage which exceeds 400 gallons per minute through either of the guard gate sets, will be considered a defect. Government will unwater locks if retest is required. Time required to unwater will not be construed as delay of contract.

END OF SECTION

SECTION 06100

TIMBER CONSTRUCTION

PART 1 GENERAL

1.1 SCOPE

This specification covers the requirements for furnishing all plant, labor, materials and equipment and for performing all operations in connection with the replacement of upstream guard gate douglas fir foundation sills and gate leaf clapper sills as directed in accordance with this section of the specifications and the applicable drawings.

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 FOREST & PAPER ASSOCIATION (AFPA)

AFPA T01 (1997; w/Suppl T02) National Design Specification for Wood Construction

AFPA T11 (1988) Manual for Wood Frame Construction

AMERICAN WOOD PRESERVER'S ASSOCIATION (AWPA) STANDARD METHODS

AWPA C2 (1997) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

AWPA M4 (1996) Standard for the Care of Preservative-Treated Wood Products

WEST COAST LUMBER INSPECTION BUREAU (WCLIB) STANDARD

WCLIB Standard 17 (1991; Rev 1993; Suppl's III (A), V (A), & VI (A)) Grading Rules for West Coast Lumber

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Data

Product Installations; FIO.

List and describe in detail the name and location of three separate instances of successful installation of similar type of structural members specified herein.

Drawings

Structural Wood Members; GA.
Installation of Framing; GA.

Provide drawings indicating materials and field erection details, including methods of fastening.

Certificates

Grading and Marking; FIO.

Provide manufacturer's certificates, approved by WCLIB, attesting that lumber and material not normally grade marked meet the specified requirements. Provide WCLIB Certificate of Inspection for grade marked material prior to shipment.

1.4 DELIVERY AND STORAGE

Materials shall be delivered to the site in undamaged condition, stored off ground in fully covered, well ventilated areas in a manner to prevent warping, and protected from extreme changes in temperature and humidity.

PART 2 PRODUCTS

2.1 LUMBER AND TIMBER

2.1.1 Grading and Marking

Solid sawn lumber shall bear an authorized grade stamp or grade mark recognized by WCLIB, or a WCLIB recognized certification stamp, mark, or hammer brand. Surfaces that are to be exposed to view shall not bear grade marks, stamps, or any type of identifying mark. Hammer marking will be permitted on timbers when all surfaces will be exposed to view.

2.1.2 Sill Sizes

Timber shall be Douglas Fir-Larch conforming to the following grading and dressing rule of WCLIB Standard No. 17, as revised and supplemented:

<u>WCLIB Paragraph/Description</u>	<u>Nominal Dimensions</u>	<u>Item</u>	<u>Grade</u>	<u>Face</u>
130-aa/ Beams and Stringers	5" x 8 "	Upstream Clapper Sill [Bolted to gate leaf]	Dense Select Structural	S4S
131-aa/				

Posts and Timbers	10" x 10"	Upstream Foundation Sill [Bolted to lock floor]	Dense Select Structural	S4S
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All timber shall be cut to final dimensions before preservative treatment. Sizes indicated are nominal sizes; actual sizes shall be as shown on the drawings within manufacturing tolerances allowed by the General Grading Provisions of WCLIB Standard No. 17.

2.1.3 Preservative Treatment

Use of creosote or creosote-based materials is strictly prohibited.

2.1.3.1 Foundation and Clapper Sills

Sills shall be treated with waterborne preservatives listed in AWPA P5 to a retention level of 0.40 pounds per cubic foot (pcf), in accordance with AWPA C2 for freshwater exposure.

2.1.3.2 Field Treatment of Treated Timber Sills

All exposed areas of treated sills that are field cut, drilled or abraded after treatment shall receive a field treatment in accordance with AWPA M4.

2.1.4 Moisture Content

At the time lumber is delivered and when installed in the work the maximum moisture content shall be 15 percent.

2.2 FASTENERS

Provide new bolts, nuts and washers as shown on the drawings.

PART 3 EXECUTION

3.1 INSTALLATION OF TIMBER

Items to be removed and replaced with new material are indicated on the drawings. Members shall be accurately cut and framed in such a manner that all joints shall be closely fitted. All timber work shall be erected and accurately set to the required lines and levels shown on the drawings. Members shall be rigidly secured in place in a thorough manner which avoids damage to the timber. Any installed timber which becomes broken, split or otherwise unfit for use, shall not be used and shall be replaced at the Contractor's expense.

3.2 HANDLING OF TREATED TIMBER

Treated timber shall be handled in a manner which avoids breaking outer fibers or penetrating the surface. Cant hooks, peaveys, pikes, hooks or other pointed tools shall not be used.

END OF SECTION

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