US Army Corps of Engineers®

Seattle District

IFB No. DACW67-03-B-0004

Construct Roads, Parking Lots and Airbase Taxiway

Missoula Fire and Technology Center (MFTC), Montana

Construction Solicitation And Specifications

UNRESTRICTED

February 2003

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THIS PROCUREMENT IS:

Open to both Large and Small Business

SITE VISIT:

A one time site visit for bidders is scheduled for Tuesday, 25 February at 1:00 p.m. Local Time. Bidders wishing to visit the site shall meet at Missoula Fire Sciences Lab, Second Floor Conference Room, 5775 West HWY 10, Missoula, MT. Point of contact is Bridget Wanderer Telephone No. (406) 541-4845, ext 322, or Terrence Hoffmann, Telephone No. (406) 541-4845 ext 325. Monday through Friday between 8:00 a.m. and 3:30 p.m.

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

Phone Number: (206) 764-6780

Internet: 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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TABLE OF CONTENTS

CAUTION TO BIDDERS

SECTION TITLE

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)
& Subcontracting Plan if applicable*, Pages 00010-* thru 0010-

00100 Instructions, Conditions and Notice to Bidders

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

00700 Contract Clauses

00800 Special Clauses, which include the following:

a) Special Clauses Pages 00800-1 thru 00800- 14

b) Davis-Bacon General Wage Decision No. MT020001 and MT020002

01000 Technical Specifications

010001 thru 16375

RETURN THE FOLLOWING WITH YOUR BID:

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

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond **

* Additionally, if a large business is the apparent low, it will be required to submit a "Small Business and Small Disadvantaged Business Subcontracting Plan," no later than 5 working days after bid opening.

** BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2
Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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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 bidders for completing bids.

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 BID, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR BID 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 BID PAGES: If any of the amendments furnished amended bid pages, the amended bid pages must be used** in submitting your bid.

5. **BID GUARANTEE:** Sufficient bid guarantee in proper form must be furnished **with your bid** (FOR JOBS EXCEEDING $25,000). **BONDS** – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2
Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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

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

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

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

10. **BID RESULTS:** Bid results are usually available after 4:00 P.M., the day of the bid opening by accessing the Seattle District Contracting Home Page: http://www.nws.usace.army.mil/ct/

11. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION in section 00700. Lack of registration in the CCR database will make bidder ineligible for award. Information on how to register and the time it takes are detailed in the clause.

12. **HUBZONE CERTIFICATION**: Your attention is drawn to FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in section 0700. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration
Reference: https://el.sba.gov:9000/prodhubzone/hubzone/approval.stm

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW67-03-B-0004	[X] SEALED BID *(IFB)* [ ] NEGOTIATED *(RFP)*	18 February 2003	1

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	W68MD9-2351-3933	

7. ISSUED BY CODE W68MD9

Seattle District, Corps of Engineers
ATTN: CENWS-CT-CB-CU
PO Box 3755
Seattle, WA 98124-3755

8. ADDRESS OFFER TO

Seattle District, Corps of Engineers
PO Box 3755 ATTN: CENWS-CT-CB-CU
Seattle, WA 98124-3755

HAND CARRY: Preston Conference Room
4735 East Marginal Way South
Seattle, WA 98134-2385

BID OPENING ROOM: Preston Conference Room

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	See Information Page inside Front Cover	See Information Page inside Front Cover

SOLICITATION

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

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

Furnish all labor, materials and equipment and perform all work for Construct Roads, Parking Lots and Air Base Taxiway at Missoula Fire Technology Center (MFTC), in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

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

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* * Paragraph SC-1, 00800 *.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*	12B. CALENDAR DAYS
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. *(hour)* local time 18 March 2003 *(date).* If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelo containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required.

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

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

Tax ID No:_____DUNS No: _____
eMail:_____

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

FAX:

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

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

AMOUNTS ▶ See page 00010-5

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

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

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

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ ITEM 26
(4 copies unless otherwise specified)

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

26. ADMINISTERED BY CODE

United States Army Corps of Engineers Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85

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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.

_____ (CORPORATE
(Secretary) 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

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
	BASE ITEMS				
0001	All Work to Construct Frontage Road, and Parking Lots C and D	1	JOB	L.S.	$_____
0002	All Work to Construct Airbase Taxiway F except for Item 0007	1	JOB	L.S.	$_____
0003	All Work to Construct Highway 10 Stations 341+00 to 357+00	1	JOB	L.S.	$_____
0004	All Work for As-Built Drawings as specified in Section 01702 from preparation to final approval	1	JOB	L.S.	$5,000.00
	TOTAL BASE ITEMS				$_____
	OPTIONAL ITEMS				
0005	All Work to Construct Highway 10 Stations 336+00 to 341+00, and 357+00 to 365+77	1	JOB	L.S.	$_____
0006	All Work to Construct Pavement Extension at Airbase Taxiway F	1	JOB	L.S.	$_____
	TOTAL OPTIONAL ITEMS				$_____
	TOTAL BASE AND OPTIONAL ITEMS				$_____

NOTE: The dollar amount established in Item No. 0004 shall not be revised by bidders.

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TABLE OF CONTENTS

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
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
52.214-15	Period For Acceptance Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-4001	Public Opening of Bids	JAN 2000
52.214-4002	Modifications Prior to Date Set for Opening Bids	JAN 2000
52.214-4021	Award	DEC 1999
52.214-4022	Basis of Award	DEC 1999
52.216-1	Type Of Contract	APR 1984
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.228-4003	Individual Sureties	DEC 1999
52.233-2	Service Of Protest	AUG 1996
52.236-4902	Magnitude of Construction	DEC 1999
52.252-3	Alterations in Solicitation	APR 1984

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)

52.214-3 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)

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

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

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

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

so unbalanced as to be tantamount to allowing an advance payment.

(End of provison)

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

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

(End of provision)

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.

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.

Basis of Award (52.214-4022)

Notwithstanding any other provision of this invitation, the Government will award all base bid items as a minimum.

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
6.1%	6.9%

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

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

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Missoula Fire and Technology Center (MFTC), Missoula, Montana.

(End of provision)

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

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

INDIVIDUAL SURETIES (52.228-4003) DEC 1999

As prescribed in FAR 28.203, individual sureties are acceptable for all types of bonds except position schedule bonds.

One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the

bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. THE SECURITY INTEREST SHALL BE FURNISHED WITH THE BOND.

Acceptable assets include:

(a) Cash, or certificates of deposit, or other cash equivalents with a federally insured financial institution;

(b) United States Government securities at market value.

(c) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety. (See FAR 28.203-2(b)(3) for list of acceptable exchanges).

(d) Real property owned in fee simple by the surety without any form of concurrent ownership, escept as provided in FAR 28.203-2(c) (3)(iii), and located within the 50 United States, its territories, or possessions. These assets will be accepted at 100% of the most current tax assessment value (exclusive of encumbrances) or 75% of the properties' unencumbered market value provided a current appraisal is furnished. (See clause entitled "Pledges of Assets").

(e) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

Unacceptable assets include but are not limited to:

(a) Notes or accounts receivable;

(b) Foreign securities;

(c) Real property as follows:

(1) Real property located outside the United States, its territories, or possessions.

(2) Real property which is a principal residence of the surety.

(3) Real property owned concurrently regardless of the form of co-tenancy (including joint tenancy, tenancy by the entirety, and tenancy in common) except where all co-tenants agree to act jointly.

(4) Life estates, leasehold estates, or future interests in real property.

(d) Personal property other than that listed as acceptable assets above (e.g., jewelry, furs, antiques);

(e) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the offeror/contractor;

(f) corporate assets (e.g., plant and equipment);

(g) Speculative assets (e.g., mineral rights);

(h) Letters of credit, except as provided above.

In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties shall furnish with the bonds:

(a) SF28, Affidavit of Individual Surety,

(b) Security interest provided to the Government for all pledged assets (See clause entitled "Pledge of Assets") and

(c) A current list of all other bonds (including Bid Bonds) on which each individual surety is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent of completion of these bonded jobs. The list will include Contract or Solicitation Numbers, the name, address and telephone number of the contracting office, the type of bond (bid, performance or payment), and the amount of each original obligation. (Note: Performance and Payment bonds must be listed separately.)

Failure to furnish this information may result in non-approval of the surety and a determination of nonresponsibility.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USACE, Seattle District, Contracting Division, Post Office Box 3755, Seattle, Washington 98124.

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

(End of provision)

MAGNITUDE OF CONSTRUCTION (FAR 36.204) (52. 236-4902) DEC 1999

(a) Amount of Construction for this solicitation is in the range of $500,000 to $1,000,000.

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

See Section 00800, SPECIAL CLAUSES; the following clauses have been altered to meet contract requirements:

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)
52.211-12.1 Liquidated Damages – Construction (Sep 2000)
52.228-5 Insurance – Work on a Government Installation (Jan 1997)
28.307-2 Required Insurance

Further Alterations shall be incorporated at time of award.

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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
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1 Alt I	Small Business Program Representations	APR 2002
52.219-2	Equal Low Bids	OCT 1995
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
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
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 --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (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.

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:._____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

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

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

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

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

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

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

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

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

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

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors)

amount to more than 50 percent of the contract price.

_____

_____

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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

(a) Definition.

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

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

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

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

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ $1 million or less
____ 51 - 100	____ $1,000,001 - $2 million
____ 101 - 250	____ $2,000,001 - $3.5 million
____ 251 - 500	____ $3,500,001 - $5 million
____ 501 - 750	____ $5,000,001 - $10 million
____ 751 - 1,000	____ $10,000,001 - $17 million
____ Over 1,000	____ Over $17 million

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

(v) Holding 50 percent or more of the indebtness 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 disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

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

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

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SUBMIT THE FOLLOWING INFORMATION WITH YOUR BID
NOTICE TO BIDDERS REGARDING PRE-AWARD INFORMATION

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

1. Company Name and Address: _____

   _____

   _____

2. Point of Contact:

   Name:_____ Phone: (_____)_____

   Alt Phone: (_____) _____ Fax: (_____)_____

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

   Yes( ) NO( )

4. Name of Bank and Branch _____

   _____

   Personal Banker _____

   Telephone Number _____

   Fax Number _____

5. Name of Bonding Agent Company _____

   Agents Name _____

   Telephone _____

6. List three projects that are substantially complete or have been completed within the last two years that are similar to this project. Projects should be listed in the following order: Federal Projects, state projects, city and county projects, than commercial projects. Please provide in the following format:

   a) Title & Location of Project _____

      Agency/Company _____

      Award Amount _____

      Point of Contact (Name & Title) _____

      Telephone Number _____
      Year of Completion_____

b) Title & Location of Project _____

Agency/Company _____

Award Amount _____

Point of Contact (Name & Title) _____

Telephone Number _____
Year of Completion_____

c) Title & Location of Project _____

Agency/Company _____

Award Amount _____

Point of Contact (Name & Title) _____

Telephone Number _____
Year of Completion_____

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

a) Title of Project _____

Agency/Company _____

Est. Completion Date _____

Award Amount _____

b) Title of Project _____

Agency/Company _____

Est. Completion Date _____

Award Amount _____

c) Title of Project _____

Agency/Company _____

Est. Completion Date _____

Award Amount _____

END OF SECTION 00600

TABLE OF CONTENTS

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
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
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order of Precedence – Sealed Bidding	JAN 1986
52.219-4	Notice of Price Evaluation Preference for HubZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan – Alternate II	OCT 2001
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
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

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
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
52.225-9	Buy American Act – Construction Materials	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	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
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-16	Progress Payments	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment Of Claims	JAN 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
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
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer 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
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition from Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF)	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.232-7004	DOD Progress Payment Rates	FEB 1996
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(e) Nondevelopmental item means--

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

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

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

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

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other

rights and remedies provided by law, regulation, or under this contract.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.203-11 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.

(3) 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)

52.203-12 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 debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

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

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

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

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

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

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

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the

subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

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

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

52.214-29 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)

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

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

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

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

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

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

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

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys

as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

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

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

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

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

(a) This clause does not apply to small business concerns.

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

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

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

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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

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

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

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government

business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

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

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

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

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

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

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

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

(End of clause)

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

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

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

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

(d) Payrolls and basic records.

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

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

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier

subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

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

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

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

(End of clause)

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

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

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of

$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

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

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

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

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

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

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

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

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

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

subcontractor or vendor.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their

cooperation in assisting the Contractor in meeting its contract obligations;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

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

(End of clause)

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

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

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

Executive and top management means any employee--

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

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

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

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

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

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

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

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

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

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

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

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

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

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

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents

of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or

disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(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 deter- mine 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) though (b)(6) of this clause.

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

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

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

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

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

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

(End of clause)

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

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

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be _____ percent of the bid price or $_____, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance,

fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

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

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

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

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

following final payment.

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written

direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

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

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

Sincerely,

_____

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-16 PROGRESS PAYMENTS (FEB 2002)

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 Subpart 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 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

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

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

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

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

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing

office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

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

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a

subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

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

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

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

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

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties

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

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

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

(A) Exceeding $100,000; or

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

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

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or

property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and

shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satis factory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes

drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions.

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

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

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

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

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

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

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

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

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and

submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(7) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

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

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

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

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

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

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application

through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

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

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business,* when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.232-7004 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 Undefinitized 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 Undefinitized 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 Undefinitized Contract Actions) to 95 percent.

(8) The above rates are the customary uniform progress payment rates for DoD contracts.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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TABLE OF CONTENTS

SPECIAL CLAUSES

PARAGRAPH NO.	PARAGRAPH TITLE
SC-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
SC-1.1	DELETED-OPTION FOR INCREASED QUANTITY
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	TIME EXTENSIONS
SC-4	DELETED-VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
SC-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
SC-6	DELETED-CONTINUING CONTRACTS
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	PHYSICAL DATA
SC-9	DELETED-QUANTITY SURVEYS
SC-10	LAYOUT OF WORK
SC-11	RESERVED
SC-12	AIRFIELD SAFETY PRECAUTIONS
SC-13	DELETED-IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
SC-14	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-15	PAYMENT FOR MATERIALS DELIVERED OFF-SITE
SC-16	DELETED-ORDER OF PRECEDENCE
SC-17	DELETED-LIMITATION OF PAYMENT FOR DESIGN
SC-18	CONTRACT DRAWINGS AND SPECIFICATIONS
SC-19.	DELETED-TECHNICAL PROPOSAL - COPIES TO BE FURNISHED UPON AWARD
SC-20.	DELETED-COMPLIANCE CERTIFICATION
SC-21.	DELETED-VALUE ENGINEERING
SC-22.	EPA ENERGY STAR
SC-23	RECOVERED MATERIALS

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

(a) The Contractor shall be required to (1) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) complete the entire work ready for use not later than the completion dates as set forth below for the respective item of work. The time stated for completion shall include final cleanup of the premises.

(b.1) All construction work shall be complete for ATB Taxiway F by 1 June 2003.

(b.2) All other construction work shall be complete by 1 October 2003.

(c). Exception to Completion Period(s): In case the Contracting Officer determines that completion of seeding, and establishment of same is not feasible within the completion period(s) stated above, the Contractor shall accomplish such work in the first planting period following the contract completion period and shall complete such work as specified, unless other planting periods are directed or approved by the Contracting Officer.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by March 31, 2003. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the Contract and give the required performance and payment bonds within the time specified in the offer.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of $2,094.00 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 are in addition to excess cost of repurchase under the Termination clause of the CONTRACT CLAUSES.

(c) Exception to Liquidated Damage: In case the Contracting Officer determines that completion of work stated above in paragraph Exception to Completion Period(s) is not feasible during the completion period(s) stated in SC-1, such work will be exempted from liquidated damages.

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 construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The

change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED

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) 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 if effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of $1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) 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.

(c) 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.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11. RESERVED

SC-12. AIRFIELD SAFETY PRECAUTIONS

(a) Definitions: As used in this clause --

(1) "Landing Areas" means:

(i) the primary surfaces which are comprised of the surface of the runways, the runway shoulders, and the lateral safety zones (the length of each primary surface is the same as the runway length; the width of each primary surface is 610 meters (2,000 feet), 305 meters (1,000 feet) on each side of the runway centerline; (see footnote at end of clause)).

(ii) the "clear zone" beyond the ends of each runway, i.e., the extension of the "primary surface" for a distance of 305 meters (1,000 feet) beyond each end of each runway;

(iii) all taxiways plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 76 meters (250 feet) from the far or opposite edge of the taxiway, i.e., a 23 meters (75-foot)-wide taxiway would have a combined width of taxiway and lateral clearance zones of 130 meters (425 feet); and

(iv) all aircraft parking aprons plus the area 38 meters (125 feet) in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to Contract performance might result in vertical projections at or above the approach-departure clearance surface or the transitional surface.

(i) The "approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 15,240 meters (50,000 feet), first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(a) The inclined plane (glide angle) begins in the clear zone 61 meters (200 feet) past the end of the runway (and primary surface) at the same elevation as the end of the runway, and continues upward at a slope of 50:1 (.3048 meter (one foot) vertically for each 15.24 meters (50 feet) horizontally) to an elevation of 152 meters (500 feet) above the established airfield elevation; at that point the plane becomes horizontal, continuing at that same uniform elevation to a point 15,240 meters (50,000 feet) longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(b) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone; thence it flares uniformly, reaching the maximum width of 4,877 meters (16,000 feet) at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(a) The inclined plane in each case begins at the edge of the surface.

(b) The slope of the inclined plane is 7:1 (.3048 meter (one foot) vertically for each 2.13 meters (7 feet) horizontally), and it continues to the point of intersection with

(1) Inner horizontal surface (which is the horizontal plane 46 meters (150 feet) above the established airfield elevation) or

(2) Outer horizontal surface (which is the horizontal plane 152 meters (500 feet) above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone and approach-departure clearance zone.)

(b) General

(1) The Contractor shall comply with the requirements of this clause while

(i) Operating all ground equipment (mobile or station art);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(a) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(i) Closed by order of the Contracting Officer, and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(i) Approved by the Contracting Officer,

(ii) At a distance of at least 229 meters (750 feet) from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(e) Landing Areas

The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer.

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be .9144 meters (3 feet) square, and consist of a checkered pattern of international orange and white squares of .3048 meter (1 foot) on each side (except that the flag may vary up to 10 percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety Precaution Areas

The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

SC-13. DELETED

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the

time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at http://www.usace.army.mil/inet/usace-docs/eng-pamplets/cecw.htm. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16. AND SC-17. DELETED

SC-18. CONTRACT DRAWINGS 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-21. DELETED

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

(a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
(b) Tires, excluding airplane tire
(e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

(a) Building insulation product including the following items:
(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;
(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
(3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
(c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
(d) Carpet made of polyester fiber use in low- and medium-wear applications.
(e) Floor tiles and patio block containing recovered rubber or plastic.
(f) Shower and restroom dividers/partitions containing recovered plastic or steel.
(g) (1) Consolidated latex paint used for covering graffiti; and
(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.
(d) Delineators containing recovered plastic, rubber, or steel.
(e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

(a) Playground surfaces and running tracks containing recovered rubber or plastic.
(b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

(a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
(b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
(c) Garden and soaker hoses containing recovered plastic or rubber.
(d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

(a) Office recycling containers and office waste receptacles.
(b) Plastic desktop accessories.
(c) Toner cartridges.
(d) Binders.
(e) Plastic trash bags.
(f) Printer ribbons.
(g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

INDEX OF DRAWINGS

Construct Roads, Parking Lots, and Taxiway,
Missoula Fire and Technology Center
Missoula, Montana

Drawing No. E-92-1-4

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Area Maps, and Drawing Index		21JAN03
2	GT-1	Exploration Logs – Taxiway		21JAN03
3	GT-2	Location of Exploration – Taxiway		21JAN03
4	C-1	Legend and Abbreviations		21JAN03
5	C-2	Master Plan		21JAN03
6	C-3	General Site Plan 1		21JAN03
7	C-4	General Site Plan 2		21JAN03
8	C-5	Demolition Plan 1		21JAN03
9	C-6	Demolition Plan 2		21JAN03
10	C-7	Demolition Plan 3		21JAN03
11	C-8	Demolition Plan 4		21JAN03
12	C-9	Site Plan 1		21JAN03
13	C-10	Site Plan 2		21JAN03
14	C-11	Site Plan 3		21JAN03
15	C-12	Site Plan 4		21JAN03
16	C-13	Striping and Signage Plan 1		21JAN03
17	C-14	Striping and Signage Plan 2		21JAN03
18	C-15	Striping and Signage Plan 3		21JAN03
19	C-16	Striping and Signage Plan 4		21JAN03
20	C-17	MTDC Signage Plan		21JAN03
21	C-18	Parking Lots J & H Signage Plan		21JAN03

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
22	C-19	Grading Plan 1		21JAN03
23	C-20	Grading Plan 2		21JAN03
24	C-21	Grading Plan 3		21JAN03
25	C-22	Grading Plan 4		21JAN03
26	C-23	Utility Plan 1		21JAN03
27	C-24	Utility Plan 2		21JAN03
28	C-25	Utility Plan 3		21JAN03
29	C-26	Utility Plan 4		21JAN03
30	C-27	North Drive and Highway 10 Entrance Profiles		21JAN03
31	C-28	Miscellaneous Details 1		21JAN03
32	C-29	Miscellaneous Details 2		21JAN03
33	C-30	Parking Lot Sections and Details		21JAN03
34	C-31	Roadway Sections and Details		21JAN03
35	C-32	Highway 10 Sections Station 336+00 to 339+00		21JAN03
36	C-33	Highway 10 Sections Station 340+00 to 343+00		21JAN03
37	C-34	Highway 10 Sections Station 344+00 to 347+00		21JAN03
38	C-35	Highway 10 Sections Station 348+00 to 351+00		21JAN03
39	C-36	Highway 10 Sections Station 352+00 to 355+00		21JAN03
40	C-37	Highway 10 Sections Station 356+00 to 359+00		21JAN03
41	C-38	Highway 10 Sections Station 360+00 to 361+86.69		21JAN03
42	C-39	Taxiway Details		21JAN03
43	C-40	Drainage Details		21JAN03
44	C-41	Landscape Plan 1		21JAN03
45	C-42	Landscape Plan 2		21JAN03

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
SECTION 01501 - CONSTRUCTION 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

ROADS, PARKING LOTS AND TAXIWAY,
MISSOULA FIRE AND TECHNOLOGY CENTER, MISSOULA MT

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.

FOR Dean M. Schmidt
Chief, Tech. Eng. & Review Section,
Construction Branch

Michael Doherty
Project Manager

Mark A. Ohlstrom, P.E.
Chief, Design Branch

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Chief, Engineering & Construction Division

This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are within the scope of their employment as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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General Decision Number MT020001
Superseded General Decision No. MT010001
State: Montana
Construction Type:
HEAVY
County(ies):
STATEWIDE
HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	06/14/2002
2	12/27/2002

COUNTY(ies):
STATEWIDE

ZONE DEFINITIONS

CARPENTERS, *CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

Billings	Great Falls	Kalispell	Missoula
Bozeman	Havre	Lewistown	
Butte	Helena	Miles City	

ZONE 1: 0 to 30 miles Base Pay
ZONE 2: 30 to 60 miles Base Pay + $2.20
ZONE 3: Over 60 miles Base Pay + $3.70

*CEMENT MASONS ZONES: The above cities plus

DILLON	GLASGOW	GLENDIVE	SIDNEY

CARP0028B 05/16/2000

STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES	Rates	Fringes
CARPENTERS:		
ZONE 1:		
Carpenters	18.65	4.55
Piledrivermen	18.65	4.55
Millwrights	20.15	4.55

CARP0028D 06/01/2000

STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES	Rates	Fringes
DIVERS	54.93	5.70
TENDERS	26.25	5.70

CARP0112A 05/01/1998

BEAVERHEAD AND SILVER BOW COUNTIES	Rates	Fringes
CARPENTERS [Zone pay not applicable]:		
Carpenter	16.71	4.82
Millwright	17.21	4.82
Pile Driver	17.71	4.82

ELEC0044A 06/01/2002

	Rates	Fringes
BEAVERHEAD, BIG HORN, BLAINE, BROADWATER, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, DEER LODGE, FALLON, FERGUS, GALLATIN, GARFIELD, GLACIER, GOLDEN VALLEY, GRANITE, HILL, JEFFERSON, JUDITH, BASIN, LEWIS AND CLARK, LIBERTY, MADISON, MCCONE, MEAGHER, MINERAL, MISSOULA, MUSSELSHELL, PARK, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, POWELL, PRAIRIE, RAVALLI, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, SILVER BOW, STILWATER, SWEET GRASS, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX, AND YELLOWSTONE COUNTIES		
LINE CONSTRUCTION:		
Lineman	25.79	4.25%+6.71
Equipment Operator	20.63	4.25%+6.34
Experienced Groundman	16.76	4.25%+6.07

ELEC0233A 06/01/2001

	Rates	Fringes
BLAINE,CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LIBERTY, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES		
ELECTRICIANS	22.13	4.25%+6.14

ELEC0233B 06/01/2001

	Rates	Fringes
BEAVERHEAD, DEER LODGE,GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES		
ELECTRICIANS	21.65	4.25%+6.56

ELEC0233F 06/01/2001

	Rates	Fringes
BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES		
ELECTRICIANS	22.13	4.25%+6.14

ELEC0532A 06/01/2001

	Rates	Fringes
GALLATIN, PARK, AND SWEET GRASS COUNTIES		
ELECTRICIANS	20.74	4.25%+6.07

ELEC0532C 06/01/2001

	Rates	Fringes
BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, McCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES		
ELECTRICIANS	22.63	4.25%+6.46

ELEC0768A 06/01/2001

	Rates	Fringes
FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES		
ELECTRICIANS	23.00	7.28

ELEC0768C 12/01/2000

	Rates	Fringes
FLATHEAD, LAKE, AND LINCOLN COUNTIES		
LINE CONSTRUCTION:		
Cable Splicer	26.79	4.25%+6.41

Lineman	24.61	4.25%+6.32
Tree Trimmer	21.96	4.25%+6.21
Pole Sprayer	21.12	4.25%+6.17
Line Equipment Operator	20.28	4.25%+6.14
Experienced Groundman	16.24	4.25%+5.96

ENGI0400A 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
ZONE 1:		
GROUP 1	17.74	4.90
GROUP 2	18.16	4.90
GROUP 3	18.53	4.90
GROUP 4	18.78	4.90
GROUP 5	19.76	4.90
GROUP 6	20.27	4.90
GROUP 7	21.81	4.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-end Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, self- propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons; Crane, Tower, all.

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley, all.

GROUP 7: Cranes, 150 tons to including 250 tons (add $1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist.

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* IRON0014C 07/01/2002

	Rates	Fringes
FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES		
IRONWORKERS	21.17	10.98

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* IRON0841B 07/01/2002

	Rates	Fringes
REMAINING COUNTIES		
IRONWORKERS	18.80	11.86

LABO0098A 05/01/2000

	Rates	Fringes
LABORERS:		
ZONE 1:		
GROUP 1	13 41	4.40
GROUP 2	16.19	4.40
GROUP 3	16.33	4.40
GROUP 4	17.05	4.40

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman ($1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

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* PAIN0260A 07/01/2002

	Rates	Fringes
BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of Phillipsburg), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern City limits of Helmsville), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES		
PAINTERS	13.85	1%+3.45

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* PAIN0260C 07/01/2002

	Rates	Fringes
FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of Phillipsburg), LAKE, LINCOLN,		

MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of Helmsville), RAVALLI, AND SANDERS COUNTIES

PAINTERS	16.85	1%+3.45

PAIN1922A 06/01/2000

	Rates	Fringes

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

INDUSTRIAL PAINTERS [Includes Industrial Plants, Tanks, Pipes, Bridges]	17.55	7.13

PLAS0119A 05/01/2000

	Rates	Fringes

STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)

CEMENT MASONS:		
ZONE 1	16.23	5.10

DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

CEMENT MASONS:		
ZONE 1	17.30	5.10

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* PLUM0030C 09/01/2002

	Rates	Fringes

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GLACIER, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE. RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

PLUMBERS	23.90	9.15

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* PLUM0041A 07/01/2002

	Rates	Fringes

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES

PLUMBERS	24.30	7.55

PLUM0459A 05/01/2002

	Rates	Fringes

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS

PLUMBERS	22.66	8.25

TEAM0002A 06/01/1999

	Rates	Fringes

TRUCK DRIVERS:

ZONE 1:		
GROUP 1	13.31	4.96
GROUP 2	17.34	4.96

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Dirvers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.

Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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General Decision Number MT020002
Superseded General Decision No. MT010002
State: Montana
Construction Type:
HIGHWAY
County(ies):
STATEWIDE
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	08/30/2002

COUNTY(ies):
STATEWIDE

ZONE PAY
CARPENTERS, CEMENT MASONS, IRON WORKERS, LABORERS
POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

BILLINGS	GREAT FALLS	KALISPELL	MISSOULA
BOZEMAN	HAVRE	LEWISTOWN	
BUTTE	HELENA	MILES CITY	

ZONE 1:	0 to 30 miles	Base pay
ZONE 2:	30 to 60 miles	Base pay + $2.95
ZONE 3:	over 60 miles	Base pay + $4.70

* SUMT3001A 12/20/2001

	Rates	Fringes
CARPENTERS:		
Carpenter	19.55	5.15
Piledriverman	19.55	5.15
CEMENT MASONS	17.37	3.20
ELECTRICIANS:		
AREA 1	18.74	2.93+3.8%
AREA 2	20.13	4.76+3.8%
AREA 3	19.98	3.44+3.8%
AREA 4	19.84	3.51+3.8%
AREA 5	20.54	3.54+3.8%
AREA 6	18.02	3.44+3.8%

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties
AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties
AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties
AREA 4: Broadwater, Lewis and Clark, and Meagher Counties
AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli,

and Sanders Counties
AREA 6: Gallatin, Park, and Sweet Grass Counties

IRON WORKERS:		
Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.	20.43	8.83
Remaining Counties	18.97	6.60
LABORERS:		
GROUP 1	13.68	4.14
GROUP 2	16.18	4.14
GROUP 3	16.35	4.14
GROUP 4	17.18	4.14

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Ashpalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman ($1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

LINE CONSTRUCTION:		
Equipment Operator	19.16	5.05
Groundman	15.40	5.05
PAINTERS:		
Pavement marking and related work. Includes operating marking and all other equipment and all work involved in traffic m arking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic	17.60	4.40
POWER EQUIPMENT OPERATORS:		
GROUP 1	17.51	4.82
GROUP 2	18.38	4.82
GROUP 3	19.12	4.82

GROUP 4	19.71	4.82
GROUP 5	20.85	4.82
GROUP 6	21.44	4.82
GROUP 7	23.22	4.82

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-end Loader under 1 cu yd;Oiler, Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, large: Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batcher; Distributor; Dozer, Rubber tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler, Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or pulling Belly Dump; Yo Yo Cat Front-end Loader over 5 cu yd;

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add $1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower all); Crane, Whirley (all); Helicopter Hoist

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TRUCK DRIVERS:

GROUP 1	14.96	4.58
GROUP 2	19.55	4.58

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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END OF GENERAL DECISION

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TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

Section No.	Section Title
	DIVISION 1 - GENERAL REQUIREMENTS
01001	Supplementary Requirements
01005	Site Specific Supplementary Requirements
01025	Payment
01035	Modification Procedures
01061	Environmental Protection
01330	Submittal Procedures
01451	Contractor Quality Control
01501	Construction Facilities and Temporary Controls
01702	As Built Records and Drawings
01703	Warranty of Construction
	DIVISION 2 - SITEWORK
02150	Construction of Facilities in Highway 10 Right of Way
02220	Demolition
02230	Clearing and Grubbing
02232	Aggregates for Surfacing and Plant Mix A.C.
02234	Sub-base Course
02235	Crushed Base Course
02300	Earthwork
02316	Excavation, Trenching, and Backfilling for Utilities Systems
02373	Separation/Filtration Geotextile
02501	Asphalt Materials
02503	Hot Plant Mix Asphalt Concrete Base and Surface Course New and Overlay Applications
02620	Subdrainage System
02630	Storm-Drainage System
02714	Rapid-Draining Base Course
02748	Bituminous Tack & Prime Coats
02749	Hot-Mix Asphalt (HMA) for Airfields
02763	Pavement Markings
02770	Concrete Sidewalks, Curbs and Gutters
02785	Seal Coat
02811	Underground Sprinkler Systems
02821	Fencing
02921	Seeding (Turf)
	DIVISIONS 3 THROUGH 6 - (Not Applicable)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07900 Joint Sealing

DIVISIONS 8 THROUGH 15- (Not Applicable)

DIVISION 16 - ELECTRICAL

16375 Electrical Distribution System, Underground

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.

Specification “SECTION 01300 – SUBMITTALS” shall be read as a specification “SECTION 01330 – SUBMITTAL PROCEDURES”.

Specification “SECTION 01400 – CONTRACTOR QUALITY CONTROL” shall be read as a specification “SECTION 01451 – CONTRACTOR QUALITY CONTROL”.

1.2 CONSTRUCTION SCHEDULING

1.2.1 Construction Progress Charts And Status Reports:

1.2.1.1 The instructions and information herein supplement the requirements of Paragraph SCHEDULE FOR CONSTRUCTION CONTRACTS IN THE CONTRACT CLAUSES. The proposed Construction Progress Chart shall be prepared on ENG Form 2454. Additional instructions are obtained in INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to the CONTRACTOR by the Contracting Officer. This manual is available for inspection in the Office of the Seattle District, Corps of Engineers 4735 East Marginal Way South, Seattle, Washington.

1.2.1.2 The Minimum principal contract features (activities) to be included on ENG Form 2454 shall represent the work in each of the following divisions:

a) Demolition
b) Site Utilities
c) Subbase Course
d) Base Course
e) Asphalt
f) Pavement Markings
g) Signage
h) Sidewalks
i) Masonry

1.2.2 The Construction Progress Chart shall show the total bid amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at the close of each weekly period. This percentage shall be based on percentage of physical completion of the work.

1.2.3 The Construction Progress Chart shall be submitted within 10 calendar days after the date of receipt of notice to proceed.

1.2.4 The CONTRACTOR shall prepare and submit a monthly project status report. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions he will take to regain his schedule. The report shall include a description of problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed. Any delays caused by the Government shall be identified. Any significant items or events that occurred during the report month shall also be detailed.

1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 For submission of CONTRACTOR payment requests, See Section 01025, PAYMENT.

1.4 ADVANCED NOTICE OF CONTRACTOR PERFORMED ACCEPTANCE TESTING

The CONTRACTOR shall notify the Contracting Officer a minimum of 20 days prior to performing any acceptance or "buy off" testing of the following systems, (1) Water Systems, (3) Sanitary Systems, (2) Fire Detection/Protection. Advance notification is not required for testing performed as part of fabrication or installation.

1.5 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.

1.6 SPECIAL SAFETY REQUIREMENTS:

All construction activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and Occupational Safety and Health Administration regulations, as applicable. The manual is available on line at: http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm. A hardcopy will be provided at the preconstruction conference.

1.6.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the CONTRACTOR shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Engineer (1985 JAN OCE) (DAM 52.236/103):

(1) The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health person to manage the Contractor's accident program. Duties which are not germane to the safety program shall not be assigned to the Safety and Health person(s). The principal safety person shall report to and work directly for the Contractor's on-site top manager, higher level official, or corporate safety office. The Safety and Health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of a Safety and Health person will not abrogate safety responsibilities of other personnel.

(2) Qualifications for Safety and Health person(s).

(A) Shall have a degree in engineering or safety in at least a four-year program from an accredited school; or

(B) Shall have legal registration as a Professional Engineer or a Certified Safety Professional and, in addition, shall have been engaged in safety and occupational health for at least one (1) year of experience, no time being credited to this one (1) year unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or

(C) Shall have a degree other than that specified in (A) above and, in addition, shall have been engaged in safety and occupational health for at least three (3) years' no time being credited to these three (3) years unless fifty (50) percent of the time each year was devoted to safety and occupational health; or

(D) In lieu of a degree, shall have been engaged in safety and occupational health for at least five (5) years, no time being credited to these (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health;

(E) First aid work is not a creditable experience.

(3) The name and qualifications of the nominated safety person(s) shall be furnished to the Contracting Officer for acceptability and a functional description of duties shall be provided prior to the pre-work conference.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:
"c. Property damage in excess of $2,000.00

(2) Add new paragraph d as follows:
"An injury resulting in a lost workday, not including the day of injury."

1.7 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price

Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.7.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.7.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.7.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The CONTRACTOR 's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
15	12	9	3	3	3	1	1	2	4	9	13

1.7.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the CONTRACTOR will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.7.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.7.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

1.8 PERMITS AND CONTRACTOR RESPONSIBILITIES

It will be the responsibility of the CONTRACTOR to obtain all permits/licenses required for this project in accordance with the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

1.9 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 Bruce Crockett, Telephone (406) 329-3161.

1.10 COMPLIANCE WITH DAVIS-BACON ACT

1.10.1 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.

1.10.2 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.

1.10.3 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

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SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

1. CONDUCT OF WORK:

1.1 COORDINATION AND ACCESS TO SITE

Coordination for this work shall be made through the Contracting Officer except elements of the work may require joint coordination by the CONTRACTOR with the Contracting Officer, Forest Service Facility Manager, and Municipal Airport Manager, and other administrative agencies as specified in the contract documents and as directed by the Contracting Officer.

1.2 WORK HOURS

There are no restrictions concerning work hours except the CONTRACTOR shall coordinate with the Contracting Officer for work hours other than 7:30 A.M. to 4:00 P.M Monday through Friday.

1.3 FIRE REGULATIONS

CONTRACTOR shall comply with NFPA 241 Building Construction and Demolition requirements. CONTRACTOR shall provide adequate fire extinguishers for the construction site and remove them upon acceptance of the facility.

1.3.1 Fire Extinguishers

Motorized equipment shall be equipped with fire extinguishers as follows:

a. Pickup truck or other light passenger vehicles, one extinguisher per vehicle, rating 5 BC.

b. All other trucks and heavy motorized equipment, two extinguishers per vehicle, rating 10 BC.

1.4 CONSTRUCTION SCHEDULE REQUIREMENTS

1.4.1 Constraints

The following special constraints have been identified as having an impact on the performance of the Work. It is not intended to be a comprehensive list of constraints that will result from the execution of the Work, but as an aid to the CONTRACTOR in development of schedules and in executing the Work. Additional constraints may exist or develop as a result of required Work execution or CONTRACTOR's proposed work methods or sequence. In any event, the CONTRACTOR is responsible for compliance with the requirements of the various specification sections and the work procedures and protection requirements contained therein and establishing all constraints associated with the Work execution and incorporating them into Work schedules and proposed construction activities.

a. The Missoula Fire and Technology Center (MFTC) will continue operations during the performance of this contract.

b. All project phasing and work hours shall be performed with the intent to minimize hindrances to the MFTC's mission, while also minimizing contract interruptions. Contract work schedules shall be coordinated through the Contracting Officer and Facility Manager responsible for the scheduling of flying operations. The peak fire fighting period is from July through September. Jump training occurs during a two week period of May.

c. The CONTRACTOR shall hold weekly meetings with the Contracting Officer and Facility Manager to discuss work plan.

d. The construction season for the Missoula area runs approximately from April through October.

1.4.2 Job Conditions

In conjunction with the completion schedule under Section 00800, paragraph SC-1 the CONTRACTOR shall incorporate the following conditions into the work sequence:

a. The work areas are defined on the contract drawings as Phases 1, 2, and 3. Generally, the work in each phase may occur concurrently subject to the completion time specified under SC-1 for the item of work. Elements of work within certain phases may be subject to sequencing restrictions as noted on the contract drawings.

1.5 UTILITY OUTAGES

CONTRACTOR shall coordinate unavoidable utility outages with the Contracting Officer and Facility Manager at least 10 days in advance. The ‘Utility Outage Notice’ shall be completed by the CONTRACTOR and submitted to the Contracting Officer for approval. No interruptions shall be made until the approved Notice is returned to the CONTRACTOR. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours. Unavoidable power or other utility system interruptions shall be scheduled in advance. All outages longer than 2 hours shall be after normal duty hours or on a weekend at the Government option. All outages that shut down motors which support a heating system shall require backup power by the CONTRACTOR to be connected during the outage, as requested by the Government. Unless indicated otherwise, CONTRACTOR shall give 14 days preliminary notice of future outage. Final notice shall be given 10 calendar days before outage and shall specify date and time of outage.

1.6 REPAIR OF ROAD CUTS AND SIDEWALK CUTS

Asphalt patches shall be in place within 48 hours after placement of aggregate base course. Between placement of asphalt, the CONTRACTOR shall keep the road in a driveable and passable condition. The CONTRACTOR shall replace cuts in sidewalks within 48 hours after preparation of the subgrade or aggregate base. The CONTRACTOR is responsible to keep the cut location in sidewalks handicap accessible until the finished surface is completed and ready for use for pedestrian traffic.

PART 2. NOT USED.

END OF SECTION

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SECTION 01025

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 PAYMENT

1.2.1 BASE ITEM 0001

Payment will be made at the contract lump sum price for Item No. 0001, All Work to Construct Frontage Road, and Parking Lots C and D, payment of which shall constitute full compensation for Item No. 0001, complete, including all work to construct Coordination Center parking & sidewalk.

1.2.2 BASE ITEM 0002

Payment will be made at the contract lump sum price for Item No. 0002, All Work to Construct Airbase Taxiway F except for Item 0007, payment of which shall constitute full compensation for Item No. 0002, complete.

1.2.3 BASE ITEM 0003

Payment will be made at the contract lump sum price for Item No. 0003, All Work to Construct Highway 10 Stations 341+00 to 357+00, payment of which shall constitute full compensation for Item No. 0003, complete.

1.2.4 BASE ITEM 0004

Payment will be made at the contract lump sum price for Item No. 0004, All Work for As-Built Drawings as specified in Section 01702 from preparation to final approval, payment of which shall constitute full compensation of Item No. 0004 complete. No partial or total payment will be made for this item until the as-built drawings, both marked up blue prints and electronic files are fully approved by the Government (A or B action) and all copies of approved drawings and electronic media received by the Government.

1.2.5 OPTIONAL ITEM 0005

Payment will be made at the contract lump sum price for Item No. 0005, All Work to Construct Highway 10 Stations 336+00 to 341+00, and 357+00 to 365+77, payment of which shall constitute full compensation for Item No. 0005, complete.

1.2.6 OPTIONAL ITEM 0006

Payment will be made at the contract lump sum price for Item No. 0006, All Work to Construct Pavement Extension at Airbase Taxiway F, payment of which shall constitute full compensation for Item No. 0006, complete.

1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

1.3.1 When submitting payment requests, the CONTRACTOR shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

1.3.3 The CONTRACTOR shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime CONTRACTOR shall also indicate the total number of employees for its on-site staff for each week.

PARTS 2 and 3 NOT USED

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 ( ) -

11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that

(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payment does not include any amounts which the prime contractor intends to

withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____ _____ _____

(Signature) **(Title)** **(Date)**

12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): _____ Updated Progress Chart/Schedule _____ Progress Narrative _____ Certified Payrolls (submitted weekly) _____ Safety Exposure Report _____ Updated Submittal \register _____ Progress Photos _____ Subcontractor/Employee Listings	(FOR GOVERNMENT USE ONLY) Retainage: _____% Amt.: $_____ Withholdings: $ _____ Reason: _____ _____ Following items are current: As-Builts _____ Yes _____ No O & M Manuals _____ Yes _____ No Submittal Register _____Yes _____No

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 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting

Officer except as otherwise specified or indicated. See Paragraph 1.5 for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

State of Montana environmental regulations classify disposal sites for their respective abilities to handle various types of solid waste. Asphalt and concrete waste products are to be disposed of in licensed Class II and Class III disposal sites respectively. Contractor shall be responsible for complying with the "Montana Solid Waste Management Act" and the "Administrative Rules of Montana" concerning waste management and disposal.

1.4.5 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, State, and local regulations1.4.6 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

1.4.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

The contractor shall apply for a Montana Pollution Discharge Elimination System (MPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY 30 days prior to beginning construction. Copies of the permit application, Notice of Intent (NOI) and stormwater pollution prevention plan (SWPPP) shall be provided to the Contracting Officer. Permit application information and forms can be found at http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp

1.4.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

1.5 PROTECTION OF TREES DURING EXCAVATION

Care shall be exercised by the contractor when excavating trenches in the vicinity of trees. Where roots are 51 mm (2 inches) in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 51 mm (2 inches) in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

1.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.7 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

Trees shall be replaced in kind with a minimum 102 mm (4-inch) caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer.

All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to American Sod Producers Association Guideline Specifications to Sodding.

Grass seeding shall be installed on a minimum 2-inch topsoil and according to Section 02921 SEEDING (TURF).

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and 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 COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

?? For Information Only (FIO)

Submittals not requiring Government approval, 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 not be included on the register and shall not be submitted to the COR.

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal 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 COR shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams; operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Government-approval submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

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 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.)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 COR. These forms shall be filled in completely prior to submittal. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column “Transmittal No.” of the ENG FORM 4288. The item numbers in column “Item No.” of submittal register shall correspond to the item numbers on ENG Form 4025.

3.6 SUBMITTAL PROCEDURE

3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the “Remarks” column. Submit a complete collated “reviewers copy” with one 4025 form and attachments (not originals). The remaining copies (4 for Government-approval, 2 for information-only) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and

specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as G, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 75 mm by 100 mm (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 20 mm (3/4 inch) at bottom, 50 mm (2 inches) at left, and 10 mm (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 A3 size, 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 75 mm by 100 mm (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 01451CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL.

3.10 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.11 GOVERNMENT APPROVED SUBMITTALS (G)

The Contractor shall submit 5 copies of G submittals with 5 corresponding 4025 forms. Upon completion of G submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See “Drawings” above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

3.11.1 Processing of G Submittals

Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the

Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the “parent” by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

3.12 INFORMATION ONLY SUBMITTALS

The Contractor shall submit three copies of data and four copies of ENG Form 4025. Information-only submittals will not be returned. Government approval is not required on information-only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12.1 Processing of Information-Only Submittals

Information-only submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government-approval submittals. Resubmittal of nonconforming information-only submittals shall be reclassified Government-approval and shall be in five copies.

3.13 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:
_____
_

CONTRACT NUMBER
_____
_

TRANSMITTAL NUMBER _____

ITEM NUMBER _____

SPECIFICATION SECTION _____

PARAGRAPH NUMBER _____

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CORRECTIONS AS NOTED

SIGNATURE: _____

TITLE:
_____

DATE
_____

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE:

3 INCHES BY 3 INCHES

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE
(Read instructions on the reverse side prior to initiating this form)

DATE

TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:

FROM:

CONTRACT NO.

CHECK ONE:
☐ THIS IS A NEW TRANSMITTAL
☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*

PROJECT TITLE AND LOCATION

CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FID ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT: SPEC. PARA. NO. *e.*	CONTRACT REFERENCE DOCUMENT: DRAWING SHEET NO. *f.*	FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 8)* *h.*	FOR CE USE CODE *i.*

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

_____
NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*

NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY

DATE

ENG FORM 4025-R, MAR 95 *(ER 415-1-10)* EDITION OF SEP 93 IS OBSOLETE. SHEET ___ OF ___ (Reverse) CEMPCD

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other *(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)

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise

acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager. If the project manager and project superintendent is the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be

tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. Personnel identified in technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at AGC offices throughout the state of Washington and Oregon.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements, see Table 1 – Minimum Testing, attached at the end of this specification section. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

(a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

(b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shah be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials, Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

http://www.wes.army.mil/SL/MTC/mtc.htm

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Schedule of costs:

Full Onsite Inspection	0 - 10 procedures	$3000 + travel expenses
	11 - 45 procedures	$4000 + travel expenses
	46 + procedures	$5000 + travel expenses
Full Desk Audit (AASHTO inspected)		$2500
Abbreviated Audit by AASHTO Accreditation		$1250
Additional Procedures after Validation		$250 each to a maximum of two

Travel time and associated costs will be determined from Vicksburg MS. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-2496 or (601) 634-3261

ATTN: Project _____, Contract Number _____

Coordination for each specific test, exact delivery location and dates will be made through the Area Office. If samples are scheduled to arrive at the laboratory on a weekend (after 1700 Friday through Sunday) notify the laboratory at least 24 hours in advance at (601) 634-2496 to arrange for delivery.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

TABLE 1

MINIMUM SAMPLING AND TESTING FREQUENCY

Materials/Stage	Test	Minimum Sampling and Testing Frequency
	Fills, Embankments, Backfills	
Fill and Embankment	Field Density 2/12/	Two tests per lift for each increment or fraction of 2000 sy and any time material type changes.
	Lab Density 3/	One test initially per each type of materials or blended material and any time material type changes, and one every 10 field density tests.
	Gradation 1/	One test every 500 cubic yards of fill for each type of materials or blended material and any time material type changes.
Backfill for Culverts, Trenches and Other Structures	Field Density 2/12/	Culverts: One test per each lift.
		Trenches: One test per lift for each increment or fraction of 500 linear feet for backfill. Under pavements, one test every lift and at every crossing.
		Other Structures: One test per lift for each increment or fraction of 200 linear feet of backfill.
	Lab Density 3/	One test initially per each type of material or blended material and one every 10 field density tests.
	Gradation 1/	One test per each type of material or blended material and one every 10 field density tests.

TABLE 1 (Con.)

Materials/Stage	Test	Minimum Sampling and Testing Frequency
	Subgrade for Rigid and Flexible Pavements	
	In-Place Density[12/]	1 every 5,000 sy (subgrade), 1 every 1000 cubic yards (fill) 1 for each type of material or an apparent change in moisture. (Fill or embankment)
	Moisture-Density Relationship	1 every 20 density tests or if material type changes.
	Gradation[1/]	1 every moisture-density test.
	Moisture	1 for every density test.
	Atterberg Limit	1 for every moisture-density test.
	Sub-base Course and Base Course	
Initial	Gradation	1 each material
	Liquid Limit/Plasticity Index	1 each material
	Moisture-Density Relationship	1 each material
	Wear	1 each material
	Soundness	1 each material
In-Place	Density Tests	1 for each lift of material placed and 1 per 300 SY
	Gradation	1 for each material placed and 1 per 600 SY
	Liquid Limit/Plasticity Index	1 for each material placed and 1 per 600 SY

TABLE 1 (con.)

Materials/Stage	Test	Minimum Sampling and Testing Frequency
	Asphalt Concrete and Pavements	
Asphalt concrete	Each physical test indicated in Section 02501 that applies to the type of asphalt used.	At least 3 series of tests for each site plan.
	Marshall method Test	1 test per day minimum and 1 per 1,000 tons thereafter.
	Specific Gravity	per each Marshall Test.
	Extracted Gradation, Percent Asphalt and Fracture Faces	1 set of tests per 500 tons of mix produced with no less than one set of tests per day.
Cored or sawed specimens	Perform complete test (thickness, in-place density and bulk specific gravity) on each cored or sawed sample.12/	Take 1 set of 3 cored/sawed specimens for each 400 linear feet of road, 1 set of 3 cored/sawed specimens for every 10,000 sf of parking lot surface. One specimen shall be taken from longitudinal joint or from transverse joint.
	Portland Cement Concrete	
Coarse and Fine Aggregate	Moisture, specific gravity and absorption8/	1 initially.
	Gradation and fineness modules	1 every 250 cy of concrete.
	Moisture, specific gravity and absorption8/	(same as coarse aggregate).
Concrete	Slump	Conduct test every day of placement and for every 10 cy and more frequently if batching appears inconsistent. Conduct with strength tests.
	Entrained Air	Conduct with slump test.
	Ambient and concrete temperatures	Conduct with slump tests.

	Unit weight, yield, and water cement ratio	Conduct with strength tests. Check unit weight and adjust aggregate weights to insure proper yield.

TABLE 1 (con.)

Materials/Stage	Test	Minimum Sampling and Testing Frequency
	Flexural strength and evaluation	When specified for slabs on grade or for concrete pavements, take one set of 6 beams every 100 cy of concrete with a minimum of 1 set per day. Two beams shall be tested at 7 days, two at 28 days, and two at 90 days.
	Compressive strength	One set of 3 cylinders per day and every 100 cy for each class of structural concrete. Test one cylinder at 7 days and two at 28 days. Additional field cure cylinders shall be made when insitu strengths are required to be known.
Vibrators	Frequency and amplitude	Check frequency and amplitude initially and any time vibration is questionable.

NOTES:

1/All acceptance tests shall be conducted from in-place samples.
2/Additional tests shall be conducted when variations occur due to the contractors operations, weather conditions, site conditions, etc.
3/Classification (ASTM D-2487), moisture contents, Atterberg limits and specific gravity tests shall be conducted for each compaction test if applicable.
4/Materials to be submitted only upon request by the Contracting Officer.
5/Tests can substitute for same tests required under "Aggregates" (from bins or source), although gradations will be required when blending aggregates.
6/Increase quantities by 50 percent for Paving mixes and by 100 percent for Government testing of admixtures. Include standard deviation for similar mixes from the intended batch plant and data from a minimum of 30 tests, if available. Refer to ACI 214.
7/A petrographic report for aggregate is required with the sample for source approval. If the total amount of all types of concrete is less than 153 cubic meters (200 c.y.) service records from three separate structures in similar environments which used the aggregates may substitute for the petrographic report.
8/Aggregate moisture tests are to be conducted in conjunction with concrete strength tests for w/c calculations.
9/For less than 1,000 units, the above test may be waived at the discretion of the Contracting Officer and acceptance based on manufacturers certification and test report.
10/Additional tests shall be performed when changes are made either in the manufacturing processes or in materials used in the production of the masonry units.
11/If adequate storage protection is not provided at the jobsite, additional tests shall be made to determine that the allowable moisture condition has not been exceeded before the blocks can be placed in the structure.
12/The nuclear densometer, if properly calibrated, may be used but only in addition to the required testing frequency and procedures using sandcones. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.

(sample of typical Contractor's Daily Report)
DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt. No._____

Contract Title: _____ Location: _____

Weather: Clear __ P. Cloudy __ Cloudy __ Rainfall __ (__% of workday)

Temperature during workday: High ____ degrees F. Low ___ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

Contractor Name	No. of Workers	Crafts/Hours	Work performed

2. EQUIPMENT DATA:

Type, Size, Etc.	Owned/Rented	Hours Used	Hours Standby

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

_____

_____

_____

_____

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

_____

_____

_____

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

_____

_____

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

_____

_____

_____

_____

_____

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

_____
CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:
_____

_____

DESCRIPTION OF TEST: _____

_____

_____
NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME_____

TITLE_____

SIGNATURE_____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR_____

DATE_____

REMARKS
_____

_____

_____

END OF SECTION

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SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 The Government will make all reasonably required amounts of utilities available to the CONTRACTOR from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the CONTRACTOR at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The CONTRACTOR shall carefully conserve any utilities furnished without charge.

1.1.2 The CONTRACTOR, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the CONTRACTOR shall remove all the temporary connection, distribution lines, meters, and associated paraphernalia.

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 construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by journeyman electricians.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open

wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

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 and free of weeds and uncontrolled vegetation growth. Weeds shall be removed by pulling or cutting to within 1-inch of ground level. Lawn areas shall be mown to keep growth to less than 2-inches. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the Contractor's payment.

1.6 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 ensure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to 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 DIGGING PERMIT

Before performing any onsite excavation, the Contractor shall notify the installation facility manager and the appropriate local authorities as required to obtain a digging permit and clearances from all the various utilities. Copies of clearances shall be provided to the

Government Representative. Utility lines shall be marked in the field prior to excavation. The locations of any utilities obtained from the clearances shall be verified on or added to the as-built drawings.

1.7 CONSTRUCTION NEAR COMMUNICATIONS CABLES

1.7.1 Excavation Near Communication Cables

Digging within .9144 meters (3 feet) of communication cables (including fiber optic cables) shall be performed by hand digging until the cable is exposed. The Contracting Officer shall be notified a minimum 3 days prior to digging within a .9144 meter (3-foot) area near cable. The cable route will be marked by the Government prior to excavation in the area. A digging permit shall be obtained by the Contractor before performing any excavation. The Contractor shall be held responsible for any damage to the cable by excavation procedures. Once the cable is exposed, mechanical excavation may be used if there is no chance of damage occurring to the cable.

1.7.2 Reburial of Exposed Utilities

When existing utility lines are reburied a locator/identification tape, detectable by pipe detector systems, shall be installed above the uncovered length of the utility. See paragraph UTILITY LOCATOR/IDENTIFICATION TAPE above for detailed tape and installation requirements.

1.7.3 Access to Communications Manhole or Handhole

No communications manhole or handhole shall be entered without first obtaining a fiber optic cable briefing. Coordinate through the Contracting Officer with [DOIM (Directorate of Information Management), Fort Lewis, Information Services Center, Bldg. 2003] [with the Base Communications Officer (for Air Force project)].

1.7.4 Cable Cuts or Damage

If a communications cable is cut or damaged the Contractor shall immediately notify the Contracting Officer (CO) and begin gathering personnel and equipment necessary to repair the cut, or damage. Contractor shall begin repairs within one hour of the cut or damage, unless notified otherwise, and continue repairs without interruption until full service is restored.

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 sign shall be located as directed. Upon completion of project, sign shall be removed and shall remain the property of Contractor except Corps communication mark will remain property of the Government.

1.10 CONCEALED WORK

All items of work to be concealed shall be Government inspected prior to concealment.

1.11 REPAIR OF ROAD CUTS

Asphaltic surface shall be completely in place within 48 hours after placement of base gravel. Between placement of base gravel and pavement, road shall be kept in drivable and passable condition.

1.12 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 2 meters (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, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails.

1.13 TRAFFIC CONTROL

The Contractor shall provide for movement of traffic through and around the construction zone in a manner that is conducive to the safety of motorists, pedestrians, and workers. This shall include placement and maintenance of traffic control devices in accordance with the U.S. Department of Transportation, Federal Highway Administration publication, Manual on Uniform Traffic Control Devices. Streets (except dead end) may be closed to traffic temporarily by approved written request to the Contracting Officer at least 10 working days prior to street closure. Street closures shall at all times allow street access to a building from one direction. Excavations shall not remain open for more than 1 working day without approval.

1.14 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the construction limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. The Contractor shall scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing utilities are discovered. The Contractor shall verify the elevations of existing utilities, piping and any type of underground obstruction not indicated, or indicated and not specified to be removed. If such utilities interfere with construction 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, sewer lines (storm and sanitary), gas lines, fueling lines, steam lines, buried fuel tanks, septic tanks, other buried tanks, communication lines, cathodic protection cabling, and power lines. These utilities may be active or abandoned utilities.

1.15 GOVERNMENT WITNESSING AND SCHEDULING OF TESTING

The Contractor shall notify the Contracting Officer, by serial letter, of dates and agenda of all performance testing of the following systems: mechanical (including fire protection and EMCS), electrical (including fire protection) medical and food service systems a minimum of 10 calendar days prior to start of such testing. In this notification, the Contractor shall certify that all equipment, materials, and personnel necessary to conduct such testing will be available on the

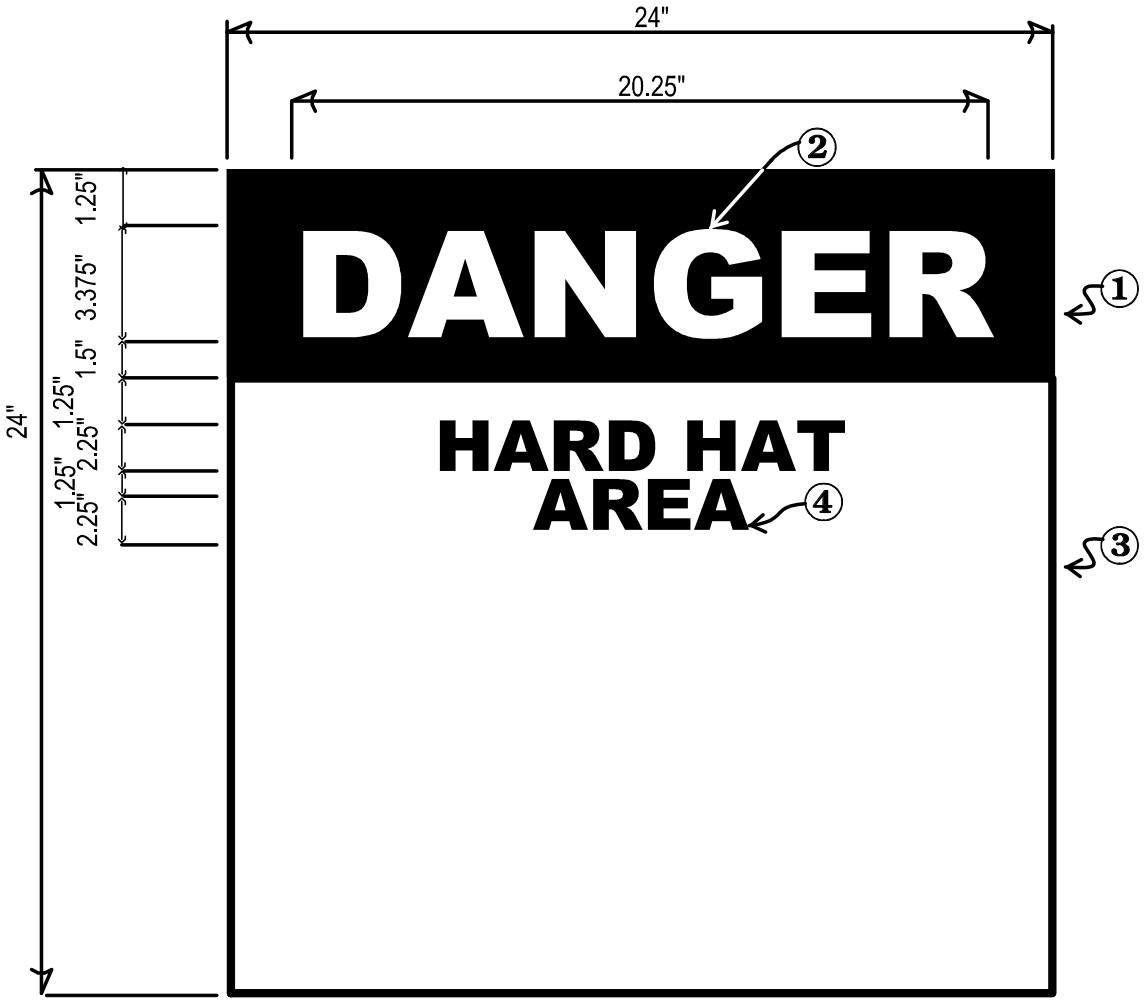
scheduled date and that the systems have been prechecked by him and are ready for performance and/or acceptance testing. Performance (pre-commissioning) and/or acceptance testing shall be aborted if any system deficiency prevents the successful completion of the test or if any participating non-Government commissioning team member of which participation is specified is not present for the test. Contractor shall also confirm that all operations and maintenance manuals have been submitted and approved. NO PERFORMANCE AND/OR ACCEPTANCE TESTING WILL BE PERMITTED UNTIL THE OPERATIONS AND MAINTENANCE MANUALS HAVE BEEN APPROVED.

Government personnel, at the option of the Government, will travel to the site to witness testing. If the testing must be postponed or canceled for whatever reason not the fault of the Government, the Contractor shall provide the Government not less than 3 working days advance notice (notice may be faxed) of this postponement or cancellation. Should this 3 working day notice not be given, the Contractor shall reimburse the Government for any and all expenses incurred for making arrangements to witness such testing including, but not limited to salaries, travel costs and per diem (where applicable) for Government commissioning team members. Should testing be conducted, but fail and have to be rescheduled for any reason not the fault of the Government, the Contractor shall similarly reimburse the Government for all expenses incurred.

1.16 HARD HAT SIGNS

The Contractor shall provide 610 mm by 610 mm (24 by 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.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)



?? SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL

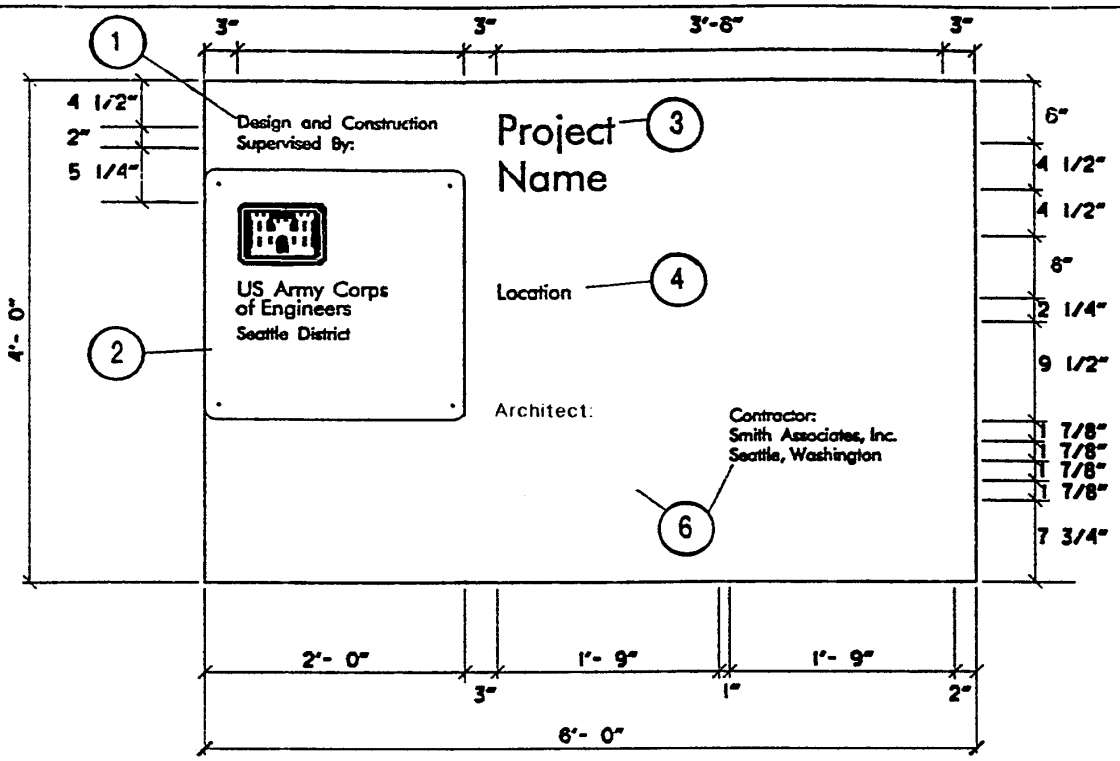
?? COLOR
   1. SAFETY RED (SR)
   2. WHITE
   3. WHITE
   4. BLACK

?? 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.



NOTES

SCALE: 3/4"=1'-0"

1. ONE-TO TWO-LINE DESCRIPTION OF CORPS RELATIONSHIP TO PROJECT.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR
   MAX. LENGTH: 19"

2. CORPS COMMUNICATION MARK (2' X 2') WITH CASTLE AND DISTRICT NAME WILL BE GOVERNMENT FURNISHED. MOUNT AS SHOWN. DRILL 5/16" HOLES AND SECURE WITH 1/4"X 1 1/2" NC ALUMINUM BOLTS.

3. ONE-TO THREE-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT.
   COLOR: BLACK
   TYPEFACE: 3" HELVETICA BOLD
   MAX. LENGTH: 42"

4. ONE-TO TWO-LINE IDENTIFICATION OF PROJECT OR FACILITY
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LENGTH: 42"

5. CROSS-ALIGN THE FIRST LINE OF PROJECT OR FACILITY WITH FIRST LINE OF THE CORPS SIGNATURE (US ARMY CORPS) AS SHOWN.

6. ONE-TO FIVE-LINE IDENTIFICATION OF PRIME CONTRACTORS INCLUDING:TYPE (ARCH., GENERAL CONTRACTOR, ETC.) CORPORATE OR FIRM NAME, CITY, STATE.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR
   MAX. LENGTH: 21"

7. ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS

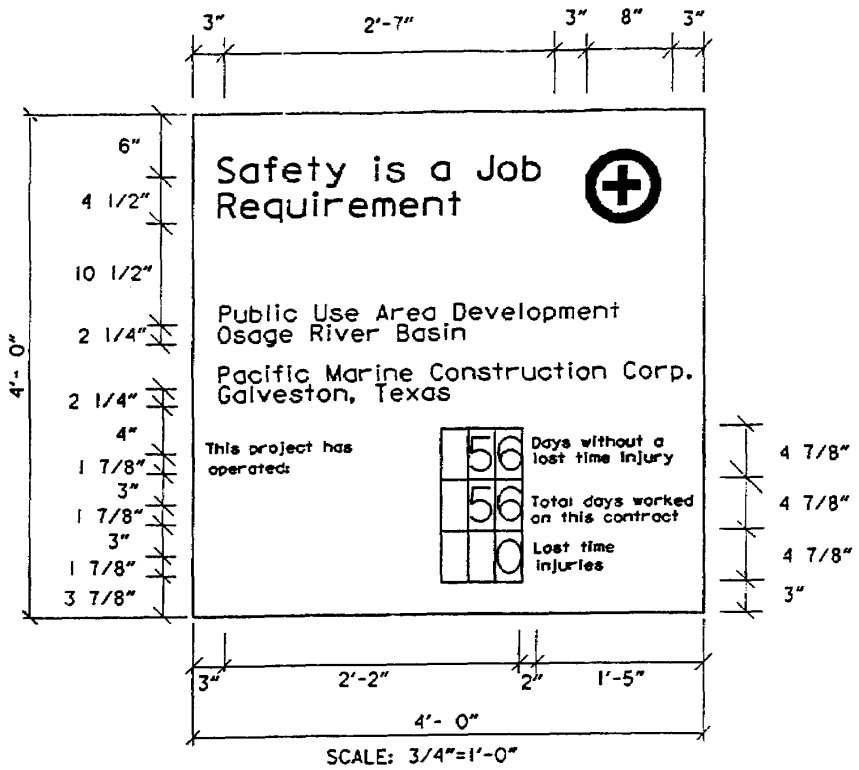
PROJECT IDENTIFICATION SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 1 OF 3



SCALE: 3/4"=1'-0"

NOTES

1. STANDARD TWO-LINE TITLE"SAFETY IS A JOB REQUIREMENT", WITH 8" O.D. SAFETY GREEN FIRST AID LOGO.
   COLOR: TO MATCH PMS 347.
   TYPEFACE: 3" HELVETICA BOLD
   COLOR: BLACK

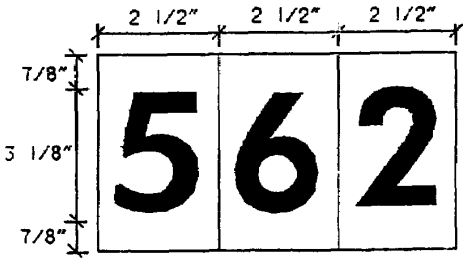
2. ONE-TO TWO-LINE PROJECT TITLE LEGEND DESCRIBES THE WORK BEING DONE UNDER THIS CONTRACT AND NAME OF HOST PROJECT.
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LINE LENGTH: 42"

3. ONE-TO TWO-LINE IDENTIFICATION: NAME OF PRIME CONTRACTOR AND CITY, STATE ADDRESS.
   COLOR: BLACK
   TYPEFACE: 1.5" HELVETICA REGULAR
   MAX. LINE LENGTH: 42"

4. STANDARD SAFETY RECORD CAPTIONS SHOWN.
   COLOR: BLACK
   TYPEFACE: 1.25" HELVETICA REGULAR

5. REPLACEABLE NUMBERS ARE TO BE MOUNTED ON WHITE .060 ALUMINUM PLATES AND SCREW-MOUNTED TO BACKGROUND.
   COLOR: BLACK
   TYPEFACE: 3" HELVETICA REGULAR
   PLATE SIZE: 2.5" X 5"

6. ALL TYPOGRAPHY IS FLUSH LEFT AND RAG RIGHT, UPPER AND LOWER CASE WITH INITIAL CAPITALS ONLY AS SHOWN.



NO SCALE

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS
SAFETY PERFORMANCE SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 2 OF 3

END OF SECTION

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 blueline 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 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 AutoCAD 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 files to verify the usability of the AutoCAD 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 that 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.

3.2.2 No later than 30 days after final acceptance a complete set of as-built drawings shall be submitted in AutoCAD 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, 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 10 mm high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words “REVISED AS-BUILT” shall be placed in the revision block above the latest revision notation.

3.2.3 Electronic File Submittal Requirements

3.2.3.1 The AutoCAD electronic file(s) deliverable shall be in AutoCAD release 14 'DWG' 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 files, Menu files, Plotter Setup, and Referenced files.

3.2.3.2 Layering shall remain as provided in the electronic files. An explanatory list of which layers are used in each drawing, including any additional layers needed to complete incorporation of the As-Built data, shall be provided with each submittal.

3.2.3.3 Electronic File Deliverable Media: All electronic files shall be submitted 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 prints. See paragraph 3.4 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:

Electronic File Name	Plate Number	Drawing Title

Electronic version of the table shall be included with each submittal set of disks.

3.3 FINAL AS-BUILT FILE DRAWINGS (NON-ELECTRONIC MEDIA)

In addition to providing as-built drawings on electronic media, provide one complete set of mylars, taken from the CD(s). Mylars shall be made only after specific approval by the Contracting Officer.

3.4 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.

3.5 AS-BUILT BLUELINE PRINTS FOR SYSTEM ACCEPTANCE TESTING

One set of marked-up as-built blueline prints shall be furnished at the time of system acceptance testing. These as-built blueline prints shall be in addition to the submittals of marked-up as-built blueline prints specified elsewhere in the contract.

END OF SECTION

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SECTION 01703

WARRANTY OF CONSTRUCTION

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. 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:

Warranty Management Plan; G

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, e-mail address and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

1.2 WARRANTY MANAGEMENT

1.2.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in SECTION 00700 – COE projects, CONTRACT CLAUSES. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. Information to be turned over to a privatized Utility Contractor shall be separately bound. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact, telephone numbers and e-mail addresses within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses, e-mail addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names, 24-hour emergency phone numbers and e-mail addresses of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.2.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification by the Contracting Officer or his representative of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.2.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number, e-mail address and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact shall be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this contract.

NOTE: Local service area is defined as the area in which the Contractor or his representative can meet the response times as described in paragraph 1.2.4 below and in any event shall not exceed 200 miles radius of the construction site.

1.2.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Government or utility owner, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period within two working days of repair completion. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. Interim status reports shall be submitted weekly on repairs that have not yet been completed. If the Contractor does not perform the construction warranty work within the timeframes specified, the Government will perform the work and backcharge the Contractor.

a. First Priority Code 1 - Safety/Life & Health/Emergency: Perform onsite inspection to evaluate situation and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2 – Property Damage/Severe Inconvenience/Urgent: Perform onsite inspection to evaluate situation and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows (the applicable priority will be determined by the Government in its sole discretion):

Code 1-Air Conditioning Systems

(1) Recreational support.
(2) Air conditioning leak in part of building, if causing damage.
(3) Air conditioning system not cooling properly.

Code 1-Doors

(1) Overhead doors not operational, causing a security, fire, or safety problem.
(2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

(1) Overhead doors not operational.
(2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

(1) Power failure (entire area or any building operational after 1600 hours).
(2) Security lights
(3) Smoke detectors
(4) Traffic signal blackout

Code 2-Electrical

(1) Power failure (no power to a room or part of building).
(2) Receptacle and lights, exit lights or emergency lights (in a room or part of building).
(3) Traffic signal inoperable (flashing)

Code 3-Electrical

Street lights.

Code 1-Gas

(1) Leaks and breaks.
(2) No gas to family housing unit or cantonment area.

Code 1-Heat

(1). Area power failure affecting heat.
(2). Heater in unit not working.

Code 2-Kitchen Equipment

(1) Dishwasher not operating properly.
(2) Any other equipment hampering preparation of a meal.

Code 1-Plumbing

(1) Hot water heater failure.
(2) Leaking water supply pipes.
(3) Fire sprinkler systems

Code 2-Plumbing

(1) Flush valves not operating properly.
(2) Fixture drain, supply line to commode, or any water pipe leaking.
(3) Commode leaking at base.

Code 3 -Plumbing
Leaky faucets.

Code 3-Interior
(1) Floors damaged.
(2) Paint chipping or peeling.
(3) Casework.

Code 1-Roof Leaks
Temporary repairs shall be made where major damage to property is occurring.

Code 2-Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 1-Water (Exterior)
(1) No water to a building with sanitary facilities.
(2) Broken water main.

Code 2-Water (Exterior)
No water to facility.

Code 2-Water (Hot)
No hot water in portion of building listed.

Code 1 – Sewerage
(1) Sewage line backup.
(2) Broken sanitary or storm sewer main

Code 3-All other work not listed above.

1.2.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

a. Type of product/material _____.

b. Model number _____.

c. Serial number_____.

d. Contract number_____.

e. Warranty period _____from _____to _____.

f. Contractor Inspector's (QC) signature _____.

g. Construction Contractor _____.

Address_____.

Telephone number_____.

E-mail address _____.

h. Warranty contact_____.

Address_____.

Telephone number_____.

E-mail address _____.

i. Warranty response time priority code_____.

END OF SECTION

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SECTION 02150

CONSTRUCTION OF FACILITIES IN HIGHWAY 10 RIGHT OF WAY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. The following special provisions are hereby made a part of this contract and supplement and/or supersede any sections of the Standard Specifications for Road and Bridge Construction, 1995 Edition adopted by the Montana Department of Transportation and the Montana Transportation Commission and all supplements thereto in conflict therewith

The following books are also hereby made a part of this contract and are available upon request to the CONTRACT PLANS SECTION, MONTANA DEPARTMENT OF TRANSPORTATION, 2701 PROSPECT AVENUE, PO BOX 201001, HELENA, MT 59620-1001.

Book entitled "Standard Specifications for Road and Bridge Construction 1995 Edition." (Including supplements)

Most recent edition of Montana Department of Transportation drawings entitled "Detail Drawings English Edition"

1.2 SUMMARY

A. This section includes all work required within the Highway 10 Right of Way as shown on the construction plans. The Highway 10 work involves striping and widening the existing roadway to provide a center turning lane and deceleration lane involving the following:

1. Clearing and Grubbing
2. Topsoil Removal and Replacement
3. Pavement Removal & Disposal
4. Construction Staking & Layout
5. Excavation and Embankment
6. Removal of Structures and Obstructions
7. Culvert Excavation and Trench Excavation
8. Culvert Installation and Pipe Extension
9. Water Pollution Control and Stream Preservation
10. Aggregate Surfacing- Furnishing and Placing
11. Plant Mix Bituminous Surfacing
12. Curb and Gutter With Concrete Median
13. Seeding and Fertilizing
14. Traffic Control
15. Pavement Marking
16. Sign Removal & Installation

1.3 MATERIALS OWNERSHIP

A. All materials, except those indicated to remain under the Ownership of the Montana Department of Transportation, shall become Contractor's property and shall be removed from the site. Suitable excess excavation can be used on the Forest Service portion of the project. Excess material can be wasted in the designated waste area shown on the plans. Excess material can be used to flatten slopes as specified in these special provisions.

B. All existing signs, and delineators not reset on the project remain the property of the Montana Department of Transportation. Deliver removed signs and post materials to the MDT District office at 2100 W. Broadway Avenue, Missoula MT.

1.4 SUBMITTALS

A. The Contractor is responsible for all materials testing and quality assurance to comply with these specifications. The contractor shall employ an independent testing lab to perform the materials testing. Conform all materials testing with MDT requirements as contained in the MDT Materials Manual, including the following.

MT 601 - Materials Sampling, Testing and Acceptance Guide
MT 602 - Acceptance, Independent Assurance and Final Record Sampling

B. Submittals shall be as listed under each individual section of the incorporated standard specifications and the above referenced documents. Submit test results and certifications for the engineer's approval. Failure to comply with the specifications will result in rejection of the materials.

1.5 PROJECT CONDITIONS

A. Traffic: Contractor shall coordinate with the Missoula District of the Department of Transportation when working within their Right of Way. All necessary traffic control plans and sequence of operations shall be prepared by the Contractor, submitted to and approved by the Department of Transportation through the Contracting Officer.

B. Montana Rail Link: It is the intent of this contract that the Contractor shall not have any equipment and that no construction shall occur within the Montana Rail Link Right of Way. If it appears that the Contractor will need to have equipment within the Montana Rail Link Right of Way, the Contractor shall obtain all necessary permits and coordinate its activities with Montana Rail Link.

1.6 STATUS OF UTILITIES

Attention is directed to the utility facilities which are potentially in conflict with proposed construction of Highway 10 improvements. In the event underground utilities are encountered in excavation work, coordinate work with utility companies in areas where utility moves are required to relocate or lower existing utilities. Delays resulting in work required in relocating utility facilities is not justification for additional contract time or compensation.

1.7 CONTRACTOR FURNISHED SOURCES - HAZARDOUS OR TOXIC SUBSTANCES

Add as a third paragraph to Subsection 106.02.3 of the Standard Specifications. Materials must meet statutory and regulatory requirements for being non-toxic and non-hazardous. Mine tailings and waste, slag, sources within state or federal superfund sites, or sources within areas known or suspected to be contaminated with toxic substances or petroleum products will not be allowed unless acceptable laboratory reports of Toxicity Characteristics Leaching Process (TCLP) and Total Petroleum Hydrocarbons (TPH) are provided.

1.8 CONSTRUCTION SURVEYING AND LAYOUT

A. General

Furnish all surveys and calculations necessary to lay out and control the work to specified lines, grades, and tolerances. Surveys must produce accuracy and control equal to or better than methods and accuracy requirements of the Montana Department of Transportation Survey Manual of 1993.
Conduct all surveys under the responsible charge of a Registered Land Surveyor licensed in Montana.

B. Materials and Equipment

Furnish all materials and equipment required to perform this work.

C. Construction Requirements

1. Survey Controls.

   Refer to the project plans for survey control information and centerline coordinates.

2. Staking. Set all stakes necessary to control all work under the contract. This includes but is not limited to:
   a) centerline stations
   b) reference points
   c) clearing limits
   d) slope stakes
   e) drainage structures
   f) surfacing courses
   g) pavement
   h) signs, pavement markings, guardrailing
   i) fencing

   Special conditions for particular layout items are:
   Slope Stakes. Determine on the ground the intersection point of the planned template and the existing ground for the slope stake catch point.

Do not begin grading operations until all slope stakes have been set on at least 20 percent of the project. Do not start grading operations within a balance until slope stakes within the balance have been set.

Culverts. Take cross sections, as well as profiles. Profiles and cross sections must be approved before culverts are ordered. Confirm elevations and lengths shown in the plans before culverts and pipe are ordered.

D. Inspection

The right to make inspections and random checks of any portion of the layout and control work is reserved. The engineer may order work not done with sufficient accuracy to be re-done. The contractor is solely responsible for securing proper dimensions, lines, grades, and elevations of all parts of the work. Inspection will not relieve the contractor of this responsibility.

PART 2 - INCORPORATED SPECIFICATIONS

2.1 GENERAL SUPPLEMENTS TO MONTANA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

Delete all references to MEASUREMENT and PAYMENTS
Delete all references to Engineer, Department and Project Manager and insert "Contracting Officers Representative."
Delete all references to Engineer, Project Manager or Owner staking and marking construction items. Contractor shall be responsible for all construction control staking.
Delete all references to Department or Project Manager testing. Contractor shall use an accredited testing lab to determine compliance with contract specifications.

2.2 SPECIFICATIONS

A. SECTION 201 – CLEARING AND GRUBBING

1. General
Delete Subsections 201.04 through 201.05.4

B. SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

1. General
Delete Subsections 202.04 through 202.05

C. SECTION 203 – EXCAVATION AND EMBANKMENT

1. General
203.01.1B.1. Delete last sentence
203.01.1B.2. Delete in its entirety
203.01.1C. Delete in its entirety
203.03.1A. Delete last sentence
203.03.4A. Delete 2nd and 3rd paragraphs
Delete Subsections 203.04 through 203.05

2. DISPOSAL OF EXISTING PAVEMENTS

Dispose of all existing bituminous or Portland cement concrete pavement to be removed unless specified otherwise. Process, handle and transport these materials to utilize them in embankments on the project, or crush, screen, mix and otherwise process for use as base or traffic gravel or dispose of them as solid waste in conformance with applicable laws, rules, regulations and in particular the Montana Solid Waste Management Act. Existing pavement used as embankment or base gravel must meet requirements of specifications for the particular item. Pieces used as embankment must not exceed 6-inch (150 millimeter) in size. Do not use removed bituminous pavement in areas exposed to extended periods of water flow, in or near standing water, or close to groundwater wells.

3. COMPACTION OF SAFETY SLOPE FLATTENING EMBANKMENTS

Compact safety slope embankments to a minimum of 90% of maximum density. For purposes of this provision, safety slopes are defined as embankment placed from an existing roadway shoulder to a catch point on original ground and not supporting any portion of the surfacing. The Compaction Requirement Table 203-1 in Subsection 203.03.3 is hereby changed to a minimum of 90% of maximum density and the optimum moisture requirement is deleted for safety slopes.

4. COMPACTION EQUIPMENT

The contractor is responsible for all damage caused to the work or adjacent property through the use of vibratory compaction equipment.

5. P.T.W. EXCAVATION

Process and dry material excavated or subexcavated which contains excess moisture if it can be utilized as acceptable embankment material. If the material is acceptable and the contractor elects to waste the material, replace with acceptable embankment material. Disposal of excavated material to flatten slopes within the right-of-way is permissible, provided it does not affect drainage. If the Contractor elects to waste the material, replacement borrow material will not be measured or paid for.

D. SECTION 207 - CULVERT EXCAVATION AND TRENCH EXCAVATION

1. General
Delete Subsections 207.04 and 207.05

E. SECTION 208 - WATER POLLUTION CONTROL AND STREAM PRESERVATION

1. General

Subsection 208.03.2 First paragraph Delete last sentence and insert “Dispose of all wastes, refuse, and discarded materials meeting all Local, State and Federal rules and regulations.

Delete Subsections 208.04 through 208.05

F. SECTION 210 – EQUIPMENT USE

1. General
Delete Subsections 210.03.6 through 210.05

G. SECTION 301 – AGGREGATE SURFACING

1. General
Subsection 301.02.1 - Delete in its entirety and insert "Aggregates shall be furnished by the Contractor. Materials must meet Montana Department of Transportation minimum requirements for the materials specified. Contractor shall pay for all testing required to obtain approval of all Aggregates to be furnished and installed under this specification."

Delete Subsection 301.03.2C.
Delete Subsection 301.03.3
Subsection 301.03.5D. Delete references to Project Manager taking samples. All sampling and testing will be the responsibility of the Contractor
Delete Subsection 301.04.1 through 301.05

2. Materials
Provide Type A, Grade 2 Crushed Top Surfacing for roadway widening. Provide Type A, Grade 5 Crushed Base Course for roadway widening.

Replace Table 701-8 Table of Gradations – Crushed Base Course Type "A," Subsection 701.02.4, with the following:

Table 701-B
Table of Gradations – Crushed Base Course Type "A"

Percentage By Weight Passing Square Mesh Sieves

Sieve Size	Grade 5	Grade 6
2" (50mm)	100	100
1 ½" (37.5 mm)	95-100	75-95
¾" (19.0 mm)	70-89	40-75
3/8" (9.5 mm)	50-70	25-60
No. 4 (4.75 mm)	35-58	25-60
No. 40 (425µm)	9-30	13-34
No. 200 (75µm)	0-8	0-8

Replace Table 701-10 Table of Gradations-Crushed Top Surfacing Type "A," Subsection 701.02.6, with the following:

Table 701-10
Table of Gradations - Crushed Top Surfacing Type "A"

Percentage By Weight Passing Square Mesh Sieves

Sieve Size	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1" (25 mm)	100				
¾" (19.0 mm)		100			
N" (16.0 mm)			100		
½" (12.5 mm)				100	
M" (9.5 mm)					100
No. 4 (4.75 mm)	40-70	40-70	40-70	40-70	50-80
No. 10 (2.00 mm)	25-55	25-55	25-55	25-60	35-70
No. 200 (75 µm)	2-8	2-8	2-8	2-8	2-8

H. SECTION 401 – PLANT MIX PAVEMENT

1. General

Subsection 401.02.1 Aggregate. Delete first sentence and insert "Use aggregate sources which will produce aggregates meeting Section 701 requirements.

Subsection 401.03.1A. Delete second paragraph and insert "Furnish a mix design formula approved by the Montana Department of Transportation for the mix to be used.

Subsection 401.03.1B. Delete "The Engineer" and insert "An accredited testing lab….."

Delete Subsection 401.03.2A. through 401.03.2E.

Subsection 401.03.3B.2. First sentence Delete the word Project manager and insert "…accredited testing lab…"

Subsection 401.03.6 Delete the 5th paragraph

Delete the 9th paragraph

Delete Subsection 401.04 through 401.05.

2. Materials

<u>PLANT MIX BITUMINOUS SURFACING - GRADE S</u>

A. Description

This work is producing and furnishing hot mix asphalt pavement.

B. Materials

It is recommended that at least three separate aggregate stockpiles be produced. Ensure that the aggregate, when combined at the job mix target, meets Table 701-15B, and 701.03.1.

Table 701-15B					
19 mm Nominal Size					
Percent by Weight Passing Square Mesh Sieves					
	Gradation Limits		Job Mix Tolerance	Restricted Zone	
Sieve	Min.	Max.		Min.	Max.
1” (25mm)		100			
¾” (19m)	90	100	?7		
½” (12.5mm)		89	?7		
(9.5)mm)			?7		
#4(4.75mm)			?7		
#8 (2.36mm)	23	49	?6	34.6	34.6
#16(1.18mm)			?6	22.3	28.3
#30(0.600mm)			?4	16.7	20.7
#50(0.300mm)			?4	13.7	13.7
#100(0.150mm)			?2		
#200(0.075mm)	2.0	8.0	?1.5		

Use the restricted zone boundaries as guidelines in the mix design development. The job mix target gradation is not required to pass outside the restricted zone boundaries.

Meet the following aggregate requirements at the job mix target combined ratio:

Coarse Aggregate (4.75 mm and larger)

Angularity (ASTM D-5821 or MT-217) ……..See Table 701-AA
Wear (AASHTO T-96 or MT-209) ……40% max.
Flat and Elongated Particles (ASTM D-4791)
(3:1 Ratio; by mass; 4.75 mm and larger) ……20% max.

Fine Aggregate (2.36 mm and smaller)

Angularity (AASHTO T-304 Method A) ……..45% min.
Sand Equivalent (AASHTO T-176 or MT-213) ……45 min.
If aggregate cannot meet the Sand Equivalent, meet the following:
Volume Swell (MT-305) ……10% max.
Aggregate must be non-plastic
(AASHTO T-89 & T-90 or MT-208)

Include 1.4% hydrated lime by total weight of mix.

1) Mix Design. Furnish the Grade S mix design if it is shown as a bid item in the contract. If the mix design is not shown as a bid item the department, if required in writing, will develop the Grade S mix design including the job mix targets for Contractor use.

a) Contractor Furnished. Submit a Superpave volumetric mix design following AASHTO PP28-99 and meeting AASHTO MP2-99, as modified by these provisions, for Department review and approval.

Use the following Table to develop the mix design.

Table 701-AA						
SUPERPAVE DESIGN REQUIREMENTS						
20 Year Design ESALs		Gyratory Compactive Effort			Coarse[1] Aggregate Angularity	VFA [2] %
Total (million)	Daily	N int.	N des.	N max.	1 face/ 2 face	
?0.3	?41	6	50	75	55 /-	70-80
0.3 to ?3	41-410	7	75	115	75/ 60	65-78
3 to ?10	410-1370	8	100	160	85 / 80	65-75
10 to ?30	1370-4110	8	100	160	95 / 90	65-75

1Coarse aggregate is aggregate 4.75 mm and larger.

2Voids filled with asphalt.

If ESALs are not specified in the contract use the 20 Year design ESALS, 3-10 million row, to develop the mix design.

Meet the following volumetric requirements:
Air Voids @ Ndes ……..3.5%
Voids in Mineral @ Ndes ……..13.0% min.
Dust/effective asphalt ratio ……..0.8-1.6
Except: 0.6 – 1.2 for aggregate gradations passing above the restricted zone specified in Table 701-15B.
% Rice @ N initial ……..89% max.
Except 91.5% max. for 6 gyration N initial designs
90.5% max. for 7 gyration N initial designs
% Rice @ N max…….98% max.

Follow AASHTO T283 to determine the mixture resistance to moisture induced damage, modified as follows:

Compact the 150 mm diameter specimens to approximately 95 mm at 7 ?1.0 percent air voids. Meet a tensile strength of 0.7 or greater.

Furnish adequate quantities of each aggregate stockpile to produce an 800 pound (362 kg) sample, when combined at the mix design blend ratio and 5 gallons (18.9 L) of the PGAB with the mix design submission.

The Department has 20 calendar days from receipt of the materials to review for approval the Contractor furnished mix design.

Plant mix bituminous surfacing produced before department approval of Contractor furnished mix design will not be accepted for payment.

b) Department Furnished Mix Design

Submit to the Project Manager a CB-30 QAS, with the stockpile blend ratio left blank, and 10 gallons (37.9L) of the PGAB along with 1,500 (680 kg) of the aggregate.

The Department has 30 calendar days from receipt of the mix design materials to furnish the mix design.

Contract time will be extended, day for day without any other compensation, for Department caused delays beyond the allowed 30 days, that delay aggregate or plant mix production.

C. Construction Requirements

Produce plant mix meeting Table 701-AA and the following targets, using a four test average:

Air Voids @ Ndes……..3.5% ?0.3%
Voids in Mineral Aggregate @ Ndes ……13.0% min.
Dust/effective asphalt ratio 0.8 – 1.6
Except: 0.6 – 1.2 for aggregate gradations passing above the restricted zone specified in Table 701-15B.

1) Meet Section 105.03 requirements, modified as follows:

a) Aggregate Evaluation for Acceptance. Aggregate is accepted under Subsection 105.03.2.

b) Aggregate Quality Incentive Allowance. Revise subsection 105.03.3, first sentence to read: A 1.05 pay factor is applied to plant mix surfacing lots where the aggregate gradation test results for the No. 4 (4.75 mm), No. 30 (0.600 mm), and No. 200 (0.075 mm) sieves are not more than one-half the allowable tolerance from the job mix target value. Revise the second sentence to read: A 1.05 pay factor is applied to plant mix surfacing lots where the average density for lot (Xn) is from 94% to 95%, inclusive, of the maximum density and the range is three or less.

(2) Meet Section 401.03 requirements, modified as follows:

a) Job Mix Formula – Design. Remove the first two paragraphs of Subsection 401.03.1A.

b) Job Mix Formula – Field Established. In the second paragraph of Subsection 401.03.1B remove “Marshall” and replace with “gyratory”.

c) Spreading and Finishing. Revise Subsection 401.03.10 as follows: place plant mix surfacing in compacted lifts between 50mm and 100mm thick.

d) Compaction, Compaction Control Testing, and Acceptance Testing. Revise Subsection 401.03.12 as follows:

(1) 401.03.12 Compaction. Revise the first sentence to read: Once the plant mix is spread, struck-off, and surface irregularities are corrected, compact the plant mix to at least 93% of the target density.

(2) 401.03.12 (D) Acceptance Testing: If testing and acceptance of plant mix density by cores is included in the contract use the Coring Acceptance Testing Special Provision. Otherwise, revise the second paragraph to read: The average of the last four Rice gravity tests is used to establish a target density. The nuclear gauge density reading is divided by the target density currently in effect to arrive at a percentage. The target density is changed each time the average of the last four Rice gravity

density's change 0.5 pounds per cubic foot (8kg per cubic meter). The maximum specific gravity (Rice) is determined by the Project Manager from test results using AASHTO T-209 or MT-321.

D. Method of Measurement.

Plant mix pavement is measured under Subsection 401.04.1.

E. Basis of Payment.

Plant mix pavement is paid for under Subsection 401.05.

I. SECTION 402 - BITUMINOUS MATERIALS

1. General

Delete Subsection 402.04 through 402.05

2. Materials

Use Preform Penetration Grade 70-28 Asphalt Cement for all Highway 10 and approach paving.

J. SECTION 407 - BITUMINOUS PRIME AND TACK COAT

1. General

Delete Subsections 407.04 through 407.05.

2. Materials

Use SS-1 emulsified asphalt for tack coat. Use liquid calcium chloride or liquid magnesium chloride (dust palliative) for prime coat.

D20 <u>Liquid Calcium Chloride or Liquid Magnesium Chloride (Dust Palliative) (Revised 3-15-02)</u>

65. <u>Liquid Calcium or Liquid Magnesium Chloride (Dust Palliative)</u>

A. Description. Furnish and apply liquid calcium chloride or liquid magnesium chloride to be used for dust abatement on approved aggregate surface.

B. Construction Requirements

1) Pre-wet the aggregate surfacing before applying dust suppressant.

2) Apply liquid calcium chloride for dust suppression according to the manufacturer's recommendations, at the rate specified in the plans or as directed by the engineer project manager.

C. Materials.

Furnish liquid calcium meeting the following requirements.

Calcium Chloride	
Calcium (CaC12)	Min 29%
Sulfate (SO4)	Max 2%
Specific Gravity	1.287 at 25°C (77°F)

D. Materials.

Furnish liquid magnesium chloride meeting the following requirements.

Magnesium Chloride

Magnesium (MgCla)	Min 30.5%
Sulfate (SO4)	Max 2%
Specific Gravity	1.290 at 25°C(77°F)

E. Method of Measurement. Liquid calcium chloride or liquid magnesium chloride is measured by the ton.

F. Basis of Payment. Payment for liquid calcium chloride or liquid magnesium chloride is at the unit bid price for Dust Palliative. Payment includes all costs to furnish, deliver, haul, and apply liquid calcium or liquid magnesium chloride. The unit bid price for Dust Palliative will be reduced five percent for each one-percent (rounded to the nearest whole percent) the Calcium or Magnesium content is below the specified minimum requirement. The unit bid price for Dust Palliative will be reduced five percent for each one-percent (rounded to the nearest whole percent) the Sulfate content is above the maximum allowable limit.

K. SECTION 551 – PORTLAND CEMENT CONCRETE

1. General
Delete Subsections 551.04 through 551.05

L. SECTION 603 – CULVERTS, STORM DRAINS, SANITARY SEWERS, STOCKPASSES, AND UNDERPASSES

1. General
Subsection 603.03.1 First paragraph Delete last sentence and insert “Order pipe from field staking information.
Delete the 5th, 6th and 7th paragraphs.
Delete Subsection 603.04 through 603.05
Refer to MDT Detailed Drawings for culvert installation, racet, pipe extension, and pipe bedding details.

2. Optional Pipe

A. Description
Corrugated polyethylene pipe is an option to RCP, CSP or CAP for approach drainage pipes as indicated in the plans.

B. Material
Meet the requirements of Section 708.07 of the Standard Specifications for Road and Bridge Construction, and of Type S pipe as defined in Section 4 of AASHTO M294.

C. Construction Requirements
Provide steel Flared End Terminal Sections (FETS) or Road Approach Culvert End Treatment (RACET) in accordance with MDT Detailed Drawing 603-02 and 603-14. Provide hardware for connection of the end section to the polyethylene pipe as approved by the project engineer.

M. SECTION 609 – CURBS AND GUTTERS

1. General
Delete Subsections 609.03.5 through 609.03.6
Delete Subsections 609.04 through 609.05

N. SECTION 610 - ROADSIDE VEGETATION

1. General
Subsection 610.03.1 Delete first two paragraphs and insert "Contractor shall spread topsoil conserved in the stripping operations. Topsoil will be spread uniformly over the disturbed areas to depths of 4 inches."
Delete Subsections 610.03.2F. through 610.05

O. SECTION 618 – TRAFFIC CONTROL

1. General
Second paragraph delete the word alternate.
Subsection 618.03.5 Delete the last sentence.
Subsection 618.03.11 Delete in its entirety
Delete Subsection 618.04. through 618.05

2. Traffic Control Plan & Sequence of Operations

A. Traffic Control Plan

Submit a traffic control plan to the Montana Department of Transportation for approval in accordance with Subsection 618.03.2 and these contract provisions. Provide traffic control that results in the least amount of inconvenience possible to the traveling public.

Maintain two-way traffic on Highway 10 at all times at the end of each work day and at all times when specific grading, excavation, or paving work is not underway.

One way traffic control is permitted between the hours of 9:00 AM and 4:30 PM, Monday through Friday.

Under no circumstances close the present traveled way in both directions of travel for a period exceeding one-half hour in duration unless given specific approval by the engineer.

Maintain access to and from the premises of the adjacent property owners at all times.

Provisions, meeting approval of the County of Missoula, must be made to adequately provide for the travel of emergency and fire vehicles at all time.

Keep designated intersections open to general traffic at the end of each working day and on days when not working unless otherwise approved by the engineer. Submit the proposed detour and signing plan to the Montana

Department of Transportation and the Missoula County Surveyor for approval.

B. Sequence of Operations

Schedule operations in the sequences to provide the least amount of inconvenience possible to the traveling public. Before working in the area of the Highway 10 right-of-way, submit for approval a sequence of operations for this area that inconveniences, in the least possible degree, and assure the safety of the traveling public.

The left side of centerline must not be disturbed until all of the work through the first lift of plant mix bituminous base is completed on the right side of centerline.

Repair all damage to the primed surface and maintain a satisfactory riding surface for the traveling public. The contractor is responsible for all traffic control and maintenance costs of the primed roadway.

Culverts may be installed prior to grading operations. When the present traveled way is disturbed, replace the aggregate surfacing, place 0.20 foot (65 millimeters) of bituminous surfacing and maintain to provide a smooth riding surface. Costs of replacing and maintaining these areas must be absorbed in other culvert contract bid items.

Any of the above work sequences may be modified during construction upon request to the engineer, if such modifications would be in the best interest of the traveling public and adjacent property owners.

C. Public Notification

Notify the Missoula County Surveyor of all planned lane and roadway closures, and detours on a weekly basis. Submit a press release to the Missoulian for all planned lane and roadway closures, and detours, on a weekly basis. Submit notification no later than the Thursday prior to the upcoming week's work.

P. SECTION 619 – SIGNS, DELINEATORS, AND GUIDEPOSTS

1. General
All signs to be Type B high intensity grade reflective sheeting, designated as Type III per AASHTO M 268-84 Section 4.2.3.
Provide wooden sign posts per MDT standard details and specification. Drill posts for breakaway holes per detailed drawings.
Refer to MDT Detailed Drawings for mounting details, heights, and embodiment requirements.

Q. EPOXY PAVEMENT MARKING MATERIAL - 100% SOLID (REVISED 4-11-02) (Use on Projects paid by Liter)

Epoxy Pavement Marking Material – 100% Solid

A. Description. This work consists of surface preparation, furnishing, and applying epoxy pavement lines, words, and symbols shown in the Contract or directed by the Engineer.

B. Materials

1). General. Use a two component 100 percent solids epoxy material. No fillers or pigment extenders are permitted in the material. Part A consists of pigment and epoxy resins. Part B consists of the curing agent. Follow the manufacturer's mixing ratio when mixing the two components. Mix components within ?2½ percent of the manufacturers recommended mix ratio. The components, when combined, are not to contain or produce volatile solvents.

Assure Part A meets the following requirements:

Pigment	White	Yellow
TiO_2, meeting ASTM D-476, Type II	18-25	12-17
Organic Yellow		7-9
Epoxy Resin	75-82	74-82

Test the epoxy content of the epoxy resin in Part A under ASTM D 1652 and calculate as the weight per epoxy equivalent (WPE) for both white and yellow. Determine the epoxy content on a pigment free basis. The accepted epoxy content range (WPE) is ?50 of the manufacturer's target value.

Assure Part B meets the following requirements:

Test the amine value of Part B in accordance with ASTM D 2074 to determine total amine value. Assure the total amine value meets the manufacturer's target value with the acceptance range being ?50 of the manufacturer's target value.

1) Glass beads. Use glass beads meeting the requirements of Subsection 714.05.

2) Hardness. Use epoxy having a Shore D hardness between 75 to 100 when tested under ASTM D 2240. Apply epoxy to a metal substrate.

3) Tensile Strength. Test tensile strength under ASTM D 8638, resulting in a minimum tensile strength of 6000 psi (42 MPa). Cast Type IV specimens in a mold not exceeding ¼ inch (6.38 mm) per minute. Assure pool rate is ¼ inch (6.38 mm) per minute).

4) Compressive Strength. Test material under ASTM D 695, as modified herein; resulting in a cured sample with a minimum compressive strength of

12,000 psi (83 MPa), a maximum compression rate of ¼ inch (6.38 mm) per minute and measuring ½ inch (12.7 mm) high by ½ inch (12.7 mm) in diameter.

5) Weather Resistance. Apply mixed epoxy, both white and yellow, at 15 mils ?1 mil (0.381 mm ?0.0254 mm) thickness to 3 x 6 inch (75 mm x 150 mm) aluminum panels. Assure epoxy does not contain beads. Expose the cured sample in an Environmental Test Chamber as described in ASTM G 53. Conduct the test for 80 hours at 122°F (50°C), alternating 4 hour cycles of condensation and ultraviolet light.

	SPECIMEN	REQUIREMENTS
	White Material	ASTM E 1347, directional reflectance a minimum 80% after exposure
	Yellow Material	Initially conform to V+ to C+ limits when visually compared with the highway yellow color tolerance chart, PR #1 of June 1965. The exposed material color must be within V+, C+ and H+ limits when compared.

6) Laboratory Driving Time. Mix epoxy marking material at the manufacturer's specified ratio and apply at 15 mils ?1-1/2 mils (0.0381 mm) wet film thickness at 75°F? 2°F (24°C ?1°C) with the specified glass bead application. Assure it has a maximum no tracking time of 30 minutes when tested using ASTM D 711.

7) Viscosity. Assure individual component's viscosity is within 10 percent of each other at the recommended spray temperature and that Component B has a constant viscosity at the recommended spray temperature.

8) Mixing and Application. Mix and apply components following all of the manufacturer's recommendations.

9) Packaging and storage. Transport and store the epoxy marking material at the project in the manufacturer's original container before being mixed for use. Follow the manufacturer's instructions regarding material storage and handling.

Mark each container identifying the color, batch or lot number, manufacturer's name, address, and date of manufacture.

10) Material Acceptance. Furnish a certification consisting of a certified copy of a laboratory report listing the results of the specified tests and certifying that the materials furnished meet the specifications. Refer to the applicable specification in the certification. Perform tests in the manufacturer's laboratory or another qualified independent laboratory. Conduct tests on samples obtained from the lot or lots of material supplied for use in the work.

C. Construction Requirements.

1) General. The applicable requirements of Subsection 620.03 apply to the installation of epoxy pavement marking material. Provide the Engineer the Manufacturer's certification before the material is delivered to the project. Materials not meeting the manufacturer's product specifications will not be approved for use on the project. The Engineer may request a manufacturer's sample or take field samples for testing. Use a sample weighing a minimum of two pounds (0.91 kg).

Remove from the work and replace material represented by samples falling on or more tests.

2) Allow a minimum 45 days after seal coat operations before placing epoxy pavement markings.

3) Application Instructions. Provide the Engineer a copy of the manufacturer's instructions for surface preparation and material application at least 24 hours before application work begins.

Include in the Instructions:

Equipment Requirements
Approved Work Methods and Procedures
Material Application Range
Ambient & Surface Temperature Requirements
Weather Limitations
Precautions

All other requirements for successful application and material performance.

Do not use materials with incomplete or without instructions.

4) Surface and Temperature Requirements. Apply epoxy pavement marking material following the manufacturer's surface and temperature requirements.

5) Application. Apply a wet film thickness of 20 mils ?2 mil (0.508 mm ?0.0508 mm) immediately followed by applying glass beads to the wet epoxy at 25 pounds per gallon (3 kg per liter). Match the existing markings configuration unless otherwise directed by the Engineer.

6) Surface Preparation;

a) All Surfaces: Clean the substrate free of debris and deleterious material by high pressure air blast immediately ahead of the epoxy application.

b) Chip seals, friction courses: Prepare surfaces with a tightly adhered single coat of traffic paint and surfaces with multiple coats of traffic paint by lightly grinding all lines on the roadway surface. Light grinding is defined as surface abrasion to a depth of 20 mils ?10 mils (0.508 mm ?0.254 mm) for the purpose of establishing a roughened surface, removal of loose paint chips, removal of loose seal aggregate and removal of surface impurities, for the purpose of effective epoxy bonding. Remove a depth of 20 mils ? 10 mils (0.508 mm ? 0.254 mm). Depth of removal is measured vertically down, from the bottom of a three foot (0.92 meter) or longer straight edge placed on the surface of the roadway, to the ground surface. Immediately suspend surface removal if the 30 mils (0.762 mm) depth is exceeded and take corrective action.

c) Concrete Surfaces: Treat concrete surfaces the same as asphalt surfaces by lightly grinding the surface to remove any foreign material and any curing compound.

d) Meet the limits of removal as follows:

(1) Not greater than 1 inch wider (25 mm) than the existing stripe.

(2) Not longer than 4 inches (100 mm) from the beginning or end of the stripe being removed.

(3) Any other removal deviating from 1 and 2 above will be at the direction of the Engineer.

e) Collect and dispose of all removed material and new traffic marking materials spilled during the performance of this contract. Process, handle, transport, and dispose of these materials as solid waste in conformance with applicable laws and regulations.

7) Equipment. Assure epoxy application machine precisely meters the two components, produces and maintains the mixing head temperature, all within the epoxy manufacturer's specifications. Equip the application machine with a high pressure air blast device for cleaning the surface ahead of the marking application. In addition, equip the machine with a guide pointer to maintain an accurate line; at least two spray guns operable separately or simultaneously; an automatic device that produces a broken line of the specified length; and an automatic glass bead dispenser(s) synchronized with the spray

gun(s). Assure the machine has a metering device to register the applied gallons (liters) for each gun.

8) Marking Protection. Assume responsibility for traffic control devices used to prevent tracking of the new stripe. These devices will not be paid for separately and payment will be included in other contract bid items. The only traffic control devices that will be paid for is when the Engineer requires that they be installed.

D. Method of Measurement. Epoxy pavement markings are measured by the gallon (liter) under Subsection 620.04 for the specified color and quantity actually placed and accepted.

E. Basis of Payment. Epoxy pavement markings are paid for at the Contract unit price bid per gallon (liter) under Subsection 620.05. Price and payment is full compensation for the work, including all labor, materials and equipment used in the work.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 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 Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections. In the interest of conservation, salvage shall be pursued to the maximum extent possible; salvaged items and materials shall be disposed of as specified.

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:

Statements

Work Plan; GA.

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, 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, and the sequence of operations in accordance with EM 385-1-1.

1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.5 PROTECTION

1.5.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site

1.5.2 Protection of Structures

The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.3 Protection of Existing Property

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.4 Protection From the Weather

Salvageable materials and equipment shall be protected from the weather at all times.

1.5.5 Protection of Trees

Trees within the project site which might be damaged during demolition, and which are indicated to be left in place, shall be protected by a 6 foot high fence. The fence shall be securely erected a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the work under this contract shall be replaced in kind or as approved by the Contracting Officer.

1.5.6 Environmental Protection

The work shall comply with the requirements of Section 01354 ENVIRONMENT PROTECTION.

1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

1.8 AVAILABILITY OF WORK AREAS

Areas in which the work is to be accomplished will be available in accordance with Section 01005.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 EXISTING STRUCTURES

Existing structures shall be removed as indicated.

3.2 UTILITIES

Existing utilities shall be removed as indicated. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.

3.3 FILLING

Holes and other hazardous openings shall be filled in accordance with Section 02300, EARTHWORK.

3.4 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished, except Government salvage and historical items, is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

3.4.1 Salvageable Items and Material

Contractor shall salvage items and material to the maximum extent possible.

3.4.1.1 Material Salvaged for the Contractor

Material salvaged for the Contractor shall be stored as approved by the Contracting Officer and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.

3.4.1.2 Items Salvaged for the Government

Salvaged items shall be as indicated. Salvaged items to remain the property of the Government shall be removed in a manner to prevent damage, and packed or crated to protect the items from damage while in storage or during shipment. Items damaged during removal or storage shall be repaired or replaced to match existing items. Containers shall be properly identified as to contents.

3.4.1.3 Items Salvaged for the Using Service

Salvaged items for the using service shall be as indicated. Property of the using service shall be removed prior to commencement of work under this contract.

3.4.1.4 Historical Items

Historical items shall be removed in a manner to prevent damage. The following historical items shall be delivered to the Government for disposition: Corner stones, contents of corner stones, and document boxes wherever located on the site.

3.4.2 Unsalvageable Material

Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed off site.

3.5 CLEAN UP

Debris and rubbish shall be removed from project site. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.6 PAVEMENTS

Existing pavements designated for removal shall be saw cut and removed in accordance with the details shown on the drawings and to the limits and depths indicated on the drawings.

END OF SECTION

SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 DEFINITIONS

1.1.1 Clearing

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.

1.1.2 Grubbing

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Records

Materials Other Than Salable Timber; FIO.

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 CLEARING

Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an approved tree-wound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the

circumstances require. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.

3.2 GRUBBING

Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas to be paved. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.3 TREE REMOVAL

Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.4 DISPOSAL OF MATERIALS

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations shall be disposed of off site, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

END OF SECTION

SECTION 02232

AGGREGATES FOR SURFACING AND PLANT MIX A.C.

This specification is incorporated by reference from the "Montana Public Works Standard Specifications, Fourth Edition, January, 1996." (All references to Section or Division numbers within the Montana Public Works Standard Specifications refer to that publication only). This section includes all work **except** for that within the Highway 10 Right of Way as shown on the construction plans.

The incorporated specification is modified as follows:

PART 4 – MEASUREMENT AND PAYMENT

Delete in its entirety.

END OF SECTION

This page is intentionally left blank.

SECTION 02234

SUB-BASE COURSE

This specification is incorporated by reference from the "Montana Public Works Standard Specifications, Fourth Edition, January, 1996." (All references to Section or Division numbers within the Montana Public Works Standard Specifications refer to that publication only). This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

The incorporated specification is modified as follows:

PART 2 - PRODUCTS

2.4 GRADATION

A. Delete "Table of Graduations" and add the following table:

Table of Graduations Percentage By Weight Passing Square Mesh Sieves	
Sieve Size	2" Minus
4" (100 mm)	
3" (75 mm)	
2" (50 mm)	100
1 ½" (37.5 mm)	95-100
1" (25.0 mm)	
¾" (19.0 mm)	65-100
½" (12.5 mm)	
No. 4 (4.75 mm)	25-60
No. 10 (2.00 mm)	20-55
No. 200 (0.75 mm)	8 max

B. Add the following:
"The maximum amount of material finer than 0.02 mm in diameter shall be less than 5%, as determined by AASHTO T88."

C. CONTRACTOR shall provide sieve analysis and other test results; to include liquid limit, plasticity index and Los Angeles Abrasion Test; for the Contracting Officer's approval.

PART 4 - MEASUREMENT AND PAYMENT

Delete in its entirety.

END OF SECTION

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SECTION 02235

CRUSHED BASE COURSE

This specification is incorporated by reference from the "Montana Public Works Standard Specifications, Fourth Edition, January, 1996." (All references to Section or Division numbers within the Montana Public Works Standard Specifications refer to that publication only). This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

The incorporated specification is modified as follows:

PART 2 - PRODUCTS

2.3 GRADATION

A. Delete "Table of Graduations" and add the following table:

Table of Graduations Percentage By Weight Passing Square Mesh Sieves	
Passing	¾" Minus
1" (25.0 mm)	
¾" (19.0 mm)	100
N" (16.0 mm)	
½" (12.5 mm)	
M" (9.5 mm)	
No. 4 (4.75 mm)	40-70
No. 10 (2.00 mm)	25-55
No. 200 (0.75 1m)	2-8

B. Add the following:

"The maximum amount of material finer than 0.02 mm in diameter shall be less than 5%, as determined by AASHTO T88."

C. CONTRACTOR shall provide sieve analysis and other test results; to include liquid limit, plasticity index and Los Angeles Abrasion Test; for the Contracting Officer's approval.

PART 4 –MEASUREMENT AND PAYMENT

Delete in its entirety.

END OF SECTION

This page is intentionally left blank.

SECTION 02300

EARTHWORK

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. This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1140	(1997) Amount of Material in Soils Finer than the No. 200 Sieve
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft.)
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 2937	(1994) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.2 DEFINITIONS

1.2.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM having moisture contents suitable for the intended use. Satisfactory materials for grading shall be comprised of stones less than 3 inches for fill material in any dimension.

1.2.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any contaminated materials.

1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

1.2.4 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated as a percent of laboratory maximum density.

1.2.5 Topsoil

Topsoil shall be as specified in Section 02921, SEEDING, (TURF).

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:

Statements

Earthwork; GA.

Procedure and location for disposal of unused satisfactory material. Proposed source of borrow material.

Reports

Testing; GA.

Within 24 hours of conclusion of physical tests, 5 copies of test results, including calibration curves and results of calibration tests.

Certificates

Testing; GA.

Qualifications of the commercial testing laboratory.

Records

Earthwork; GA.

Advance notice on the opening of excavation or borrow areas. Advance notice on shoulder construction for rigid pavements.

1.4 SUBSURFACE DATA

Subsurface soil boring logs are shown on the drawings. These data represent the best subsurface information available; however, variations may exist in the subsurface between boring locations.

1.5 CLASSIFICATION OF EXCAVATION

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

1.6 BLASTING

Blasting will not be permitted.

1.7 UTILIZATION OF EXCAVATED MATERIALS

Unsatisfactory materials removed from excavations shall be disposed of in the designated disposal area as shown on the drawings. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding as backfill, and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in the designated disposal area as shown on the drawings. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way. The Contractor shall neatly trim the designated disposal area after disposal of material has been completed.

PART 2 PRODUCTS

2.1 IMPORTED FILL MATERIAL

Fill material imported by the Contractor for construction of fills and embankments shall be of satisfactory materials.

2.2 FILTER MATERIAL

filter material shall be a narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25 mm) sieve, 0 – 5 percent passing a No. 4 (4.75 mm) sieve, and 0 percent passing a No. 200 (0,075 mm) sieve.

2.3 BEDDING MATERIAL

Bedding material shall be a naturally or artificially graded mixture of crushed gravel. Or crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25 mm) sieve. The maximum amount of material finer than 0.02 mm in diameter shall be less than 3% as determined by AASHTO T88.

PART 3 EXECUTION

3.1 STRIPPING OF TOPSOIL (NOT APPLICABLE)

3.2 GENERAL EXCAVATION

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the typical sections shown and the tolerances specified in paragraph FINISHING. Satisfactory excavated materials shall be transported to and placed in fill or embankment within the limits of the work. Unsatisfactory materials encountered within the limits of the work shall be excavated below grade and replaced with satisfactory materials as directed. Such excavated material and the satisfactory material ordered as replacement shall be included in excavation. Surplus satisfactory excavated material not required for fill or embankment shall be disposed of in the designated disposal area as shown on the drawings. Unsatisfactory excavated material shall be disposed of in the designated disposal area as shown on the drawings. During construction, excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. Material required for fill or embankment in excess of that produced by excavation within the grading limits shall be excavated from off site borrow areas selected by the Contractor as specified.

3.2.1 Ditches, Gutters, and Channel Changes

Excavation of ditches, gutters, and channel changes shall be accomplished by cutting accurately to the cross sections, grades, and elevations shown. Ditches and gutters shall not be excavated below grades shown. Excessive open ditch or gutter excavation shall be backfilled with satisfactory, thoroughly compacted, material or with suitable stone or cobble to grades shown. Material excavated shall be disposed of as shown or as directed, except that in no case shall material be deposited less than 4 feet from the edge of a ditch. The Contractor shall maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

3.2.2 Drainage Structures

Excavations shall be made to the lines, grades, and elevations shown, or as directed. Trenches and foundation pits shall be of sufficient size to permit the placement and removal

of forms for the full length and width of structure footings and foundations as shown. When concrete or masonry is to be placed in an excavated area, the bottom of the excavation shall not be disturbed. Excavation to the final grade level shall not be made until just before the concrete or masonry is to be placed.

3.3 SELECTION OF BORROW MATERIAL

Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from the borrow areas off site, selected by the Contractor. The Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation.

3.4 OPENING AND DRAINAGE OF EXCAVATION AND BORROW PITS (NOT APPLICABLE)

3.5 GRADING AREAS

Where indicated, work will be divided into grading areas within which satisfactory excavated material shall be placed in embankments, fills, and required backfills. The Contractor shall not haul satisfactory material excavated in one grading area to another grading area except when so directed in writing.

3.6 BACKFILL

Backfill adjacent to any and all types of structures shall be placed and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials to prevent wedging action or eccentric loading upon or against the structure. Ground surface on which backfill is to be placed shall be prepared as specified in paragraph PREPARATION OF GROUND SURFACE FOR EMBANKMENTS. Compaction requirements for backfill materials shall also conform to the applicable portions of paragraphs PREPARATION OF GROUND SURFACE FOR EMBANKMENTS, EMBANKMENTS, and SUBGRADE PREPARATION, Section 02630 STORM-DRAINAGE SYSTEM; and Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

3.7 PREPARATION OF GROUND SURFACE FOR EMBANKMENTS

3.7.1 General Requirements

Ground surface on which fill is to be placed shall be stripped of live, dead, or decayed vegetation, rubbish, debris, and other unsatisfactory material; plowed, disked, or otherwise broken up to a depth of 6 inches; pulverized; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. The prepared ground surface shall be scarified and moistened or aerated as required just prior to placement of embankment

materials to assure adequate bond between embankment material and the prepared ground surface.

3.7.2 Frozen Material

Embankment shall not be placed on a foundation which contains frozen material, or which has been subjected to freeze-thaw action. This prohibition encompasses all foundation types, including the natural ground, all prepared subgrades (whether in an excavation or on an embankment) and all layers of previously placed and compacted earth fill which become the foundations for successive layers of earth fill. All material that freezes or has been subjected to freeze-thaw action during the construction work, or during periods of temporary shutdowns, such as, but not limited to, nights, holidays, weekends, winter shutdowns, or earthwork operations, shall be removed to a depth that is acceptable to the Contracting Officer and replaced with new material. Alternatively, the material will be thawed, dried, reworked, and recompacted to the specified criteria before additional material is placed. The Contracting Officer will determine when placement of fill shall cease due to cold weather. The Contracting Officer may elect to use average daily air temperatures, and/or physical observation of the soils for his determination. Embankment material shall not contain frozen clumps of soil, snow, or ice.

3.8 EMBANKMENTS

3.8.1 Earth Embankments

Earth embankments shall be constructed from satisfactory materials free of organic or frozen material and rocks with any dimension greater than 3 inches. The material shall be placed in successive horizontal layers of loose material not more than 8 inches in depth. Each layer shall be spread uniformly on a soil surface that has been moistened or aerated as necessary, and scarified or otherwise broken up so that the fill will bond with the surface on which it is placed. After spreading, each layer shall be plowed, disked, or otherwise broken up; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials. Compaction requirements for the upper portion of earth embankments forming subgrade for pavements shall be identical with those requirements specified in paragraph SUBGRADE PREPARATION. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

3.8.2 Rock Embankments (Not Applicable)

3.9 SUBGRADE PREPARATION

3.9.1 Construction

Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. This operation shall include plowing, disking, and any moistening or aerating required to obtain specified compaction. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Low areas resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section and compacted as specified. After rolling, the surface of the subgrade for airfields

shall not show deviations greater than 0.5 inches when tested with a 12 foot straightedge applied both parallel and at right angles to the centerline of the area. The elevation of the finish subgrade shall not vary more than 0.05 foot from the established grade and cross section.

3.9.2 Compaction

Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Except for paved areas and railroads, each layer of the embankment shall be compacted to at least 95 percent of laboratory maximum density.

3.9.2.1 Subgrade for Railroads (Not Applicable)

3.9.2.2 Subgrade for Airfield Pavements

Subgrade for pavements shall be compacted to at least 95 percent of the laboratory maximum density. When more than one soil classification is present in the subgrade, the top 6 inches of subgrade shall be scarified, windrowed, thoroughly blended, reshaped, and compacted.

3.9.2.3 Subgrade for Shoulders

Subgrade for shoulders shall be compacted to at least 95 percent of the laboratory maximum density for the full depth of the shoulder.

3.10 SHOULDER CONSTRUCTION

Shoulders shall be constructed of satisfactory excavated or borrow material or as otherwise shown or specified. Shoulders shall be constructed as soon as possible after adjacent paving is complete, but in the case of rigid pavements, shoulders shall not be constructed until permission of the Contracting Officer has been obtained. The entire shoulder area shall be compacted to at least the percentage of maximum density as specified in paragraph SUBGRADE PREPARATION above, for specific ranges of depth below the surface of the shoulder. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Shoulder construction shall be done in proper sequence in such a manner that adjacent ditches will be drained effectively and that no damage of any kind is done to the adjacent completed pavement. The completed shoulders shall be true to alignment and grade and shaped to drain in conformity with the cross section shown.

3.11 FINISHING

The surface of excavations, embankments, and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 0.1 foot of the grades and elevations indicated except that the degree of finish for subgrades shall be specified in paragraph SUBGRADE PREPARATION. Gutters and ditches shall be finished in a manner that will result in effective drainage. The surface of areas to be turfed shall be finished to a smoothness suitable for the application of turfing materials.

3.12 PLACING TOPSOIL

Topsoil shall be placed as specified in Section 02921, SEEDING (TURF).

3.13 TESTING

Testing shall be performed by an approved commercial testing laboratory. Field in-place density shall be determined in accordance with ASTM D 1556, ASTM D 2167, or ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017; the calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompacted to meet specification requirements. Tests on recompacted areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. Sampling and testing frequency shall be in accordance with SECTION: 01451, CONTRACTOR QUALITY CONTROL.

3.14 SUBGRADE AND EMBANKMENT PROTECTION

During construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain effectively at all times. The finished subgrade shall not be disturbed by traffic or other operation and shall be protected and maintained by the Contractor in a satisfactory condition until the base or pavement is placed. The storage or stockpiling of materials on the finished subgrade will not be permitted. No base course or pavement shall be laid until the subgrade has been checked and approved, and in no case shall base or pavement be placed on a muddy, spongy, or frozen subgrade.

END OF SECTION

SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963, R 1990) Particle-Size Analysis of Soils
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 3740	(1996) Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1, Safety and Health Requirements Manual

1.2 DEGREE OF COMPACTION

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

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:

Reports

Field Density Tests; GA. Testing of Backfill Materials; GA.

Copies of all laboratory and field test reports within 24 hours of the completion of the test.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GC, SW, SP, SM, SC, SP-SM, or CL having moisture contents suitable for the intended use. Backfill for utilities crossing under airfield pavements and road pavements shall consist of select granular material as defined in paragraph 2.1.7.

2.1.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 3 inches. The Contracting Officer shall be notified of any contaminated materials.

2.1.3 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials shall include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM shall be identified as cohesionless only when the fines are nonplastic.

2.1.4 Rock (Not Applicable)

2.1.5 Unyielding Material

Unyielding material shall consist of gravelly soils with stones greater than 3 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.

2.1.6 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

2.1.7 Select Granular Material

Select granular material shall consist of well-graded sand, gravel, crushed gravel, or crushed stone of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the l inch sieve. The maximum allowable aggregate size shall be 3 inches, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

2.1.8 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks 2 inches or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller. When the pipe is coated or wrapped for corrosion protection, the initial backfill material shall be free of stones larger than 1 inch in any dimension or as recommended by the pipe manufacturer, whichever is smaller.

2.1.9 Bedding

Bedding shall be clean, sand-gravel mixture free from organic matter and conforming to the following gradation when tested in accordance with ASTM D 422.

U.S. Standard Sieve Size	Percent Passing
1-inch	100
No. 4	25-80
No. 200	0-10

2.2 PLASTIC MARKING TAPE

Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Tape color shall be as specified in TABLE 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

PART 3 EXECUTION

3.1 EXCAVATION

Excavation shall be performed to the lines and grades indicated. Excavations shall be unclassified. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed disposed of in the designated disposal area as shown on the drawings. The Contractor shall be responsible for disposal of materials. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating shall be removed to maintain the stability of the bottom and sides of the excavation. Unauthorized overexcavation shall be backfilled in accordance with paragraph BACKFILLING AND COMPACTION at no additional cost to the Government.

3.1.1 Trench Excavation Requirements

The trench shall be excavated as recommended by the manufacturer of the pipe to be installed. Trench walls below the top of the pipe shall be sloped, or made vertical, and of such width as recommended in the manufacturer's installation manual. Trench walls more than 5 feet high shall be shored, cut back to a stable slope, or provided with equivalent means of protection for employees who may be exposed to moving ground or cave in or as recommended in EM 385-1-1. Trench walls which are cut back shall be excavated to at least the angle of repose of the soil. Special attention shall be given to slopes which may be adversely affected by weather or moisture content. The trench width below the top of pipe shall not exceed 24 inches plus pipe outside diameter (O.D.) for pipes of less than 24 inches inside diameter and shall not exceed 36 inches plus pipe outside diameter for sizes larger than 24 inches inside diameter. Where recommended trench widths are exceeded, redesign, stronger pipe, or special installation procedures shall be utilized by the Contractor. The cost of redesign, stronger pipe, or special installation procedures shall be borne by the Contractor without any additional cost to the Government.

3.1.1.1 Bottom Preparation

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 3 inches or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

3.1.1.2 Removal of Unyielding Material

Where unyielding material is encountered in the bottom of the trench, such material shall be removed 4 inches below the required grade and replaced with suitable materials as provided in paragraph BACKFILLING AND COMPACTION.

3.1.1.3 Removal of Unstable Material

Where unstable material is encountered in the bottom of the trench, such material shall be removed to the depth directed and replaced to the proper grade with select granular material

as provided in paragraph BACKFILLING AND COMPACTION. When removal of unstable material is required due to the Contractor's fault or neglect in performing the work, the resulting material shall be excavated and replaced by the Contractor without additional cost to the Government.

3.1.1.4 Excavation for Appurtenances

Excavation for manholes, catch-basins, inlets, or similar structures shall be of sufficient size to permit the placement and removal of forms for the full length and width of structure footings and foundations as shown. Removal of unstable material shall be as specified above. When concrete or masonry is to be placed in an excavated area, special care shall be taken not to disturb the bottom of the excavation. Excavation to the final grade level shall not be made until just before the concrete or masonry is to be placed.

3.1.1.5 Jacking, Boring, and Tunneling

Unless otherwise indicated, excavation shall be by open cut except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Contracting Officer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly compacted in such sections.

3.1.2 Stockpiles

Stockpiles of satisfactory materials shall be placed and graded as specified. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved borrow sources at no additional cost to the Government. Locations of stockpiles of satisfactory materials shall be subject to prior approval of the Contracting Officer. The Contractor shall be responsible for obtaining approved borrow materials from sources off site, as required.

3.2 BACKFILLING AND COMPACTION

Backfill material shall consist of satisfactory material, select granular material, or initial backfill material as required. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines, unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified.

3.2.1 Trench Backfill

Trenches shall be backfilled to the grade shown. The trench shall be backfilled to 2 feet above the top of pipe prior to performing the required pressure tests. The joints and couplings shall be left uncovered during the pressure test. The trench shall not be backfilled until all specified tests are performed.

3.2.1.1 Replacement of Unyielding Material

Unyielding material removed from the bottom of the trench shall be replaced with select granular material or initial backfill material.

3.2.1.2 Replacement of Unstable Material

Unstable material removed from the bottom of the trench or excavation shall be replaced with select granular material placed in layers not exceeding 6 inches loose thickness.

3.2.1.3 Bedding and Initial Backfill

Bedding shall be of the type as defined and the thickness indicated on the plans.

Initial backfill material shall be placed and compacted with approved tampers to a height of at least one foot above the utility pipe or conduit. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

3.2.1.4 Final Backfill

The remainder of the trench, except for special materials for airfields and road pavements as defined in Paragraph 2.1.1 shall be filled with satisfactory material. Backfill material shall be placed and compacted as follows:

a. Airfields and Roads: Backfill shall be placed up to the elevation at which the requirements in Section 02300 EARTHWORK control. Water flooding or jetting methods of compaction will not be permitted.

b. Sidewalks, Turfed or Seeded Areas and Miscellaneous Areas: Backfill shall be deposited in layers of a maximum of 12 inch loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. This requirement shall also apply to all other areas not specifically designated above.

3.2.2 Backfill for Appurtenances

After the manhole, catch basin, inlet, or similar structure has been constructed and the concrete has been allowed to cure for 3 days, backfill shall be placed in such a manner that the structure will not be damaged by the shock of falling earth. The backfill material shall be deposited and compacted as specified for final backfill, and shall be brought up evenly on all sides of the structure to prevent eccentric loading and excessive stress.

3.3 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

3.3.1 Gas Distribution (Not Applicable)

3.3.2 Water Lines

Trenches shall be of a depth to provide a minimum cover of 57 inches from the existing ground surface, or from the indicated finished grade, whichever is lower, to the top of the pipe.

3.3.3 Heat Distribution System (Not Applicable)

3.3.4 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 24 inches from the finished grade, unless otherwise indicated.

3.3.5 Plastic Marking Tape

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown.

3.4 TESTING

Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government.

3.4.1 Testing Facilities

Tests shall be performed by an Corps of Engineers approved commercial testing laboratory. Approval of testing facilities and personnel shall be based on compliance with ASTM D 3740 and in accordance with SECTION: CONTRACTOR QUALITY CONTROL.

3.4.2 Testing of Backfill Materials

Classification of backfill materials shall be determined in accordance with ASTM D 2487 and the moisture-density relations of soils shall be determined in accordance with ASTM D 1557. A minimum of one soil classification and one moisture-density relation test shall be performed on each different type of material used for bedding and backfill.

3.4.3 Field Density Tests

Tests shall be performed in sufficient numbers to ensure that the specified density is being obtained. A minimum of one field density test per lift of backfill for every 500 feet of installation shall be performed. Field in-place density shall be determined in accordance with ASTM D 1556, ASTM D 2167, or ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using the sand cone method (ASTM D 1556) as described in paragraph Calibration of the ASTM publication. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job, on each different type of material encountered, at intervals as directed by the

Contracting Officer. Copies of calibration curves, results of calibration tests, and field and laboratory density tests shall be furnished to the Contracting Officer. Trenches improperly compacted shall be reopened to the depth directed, then refilled and compacted to the density specified at no additional cost to the Government.

END OF SECTION

SECTION 02373

SEPARATION/FILTRATION GEOTEXTILE

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3786	(1987) Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics: Diaphragm Bursting Strength Tester Method
ASTM D 4354	(1996) Sampling of Geosynthetics for Testing
ASTM D 4355	(1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1995) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4759	(1988; R 1996) Determining the Specification Conformance of Geosynthetics
ASTM D 4833	(1988; R 1996) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(1995) Identification, Storage, and Handling of Geosynthetic Rolls

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation. Submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

Instructions

Manufacturing Quality Control Sampling and Testing; FIO.

A minimum of 14 days prior to scheduled use, manufacturer's quality control manual including instructions for geotextile storage, handling, installation, seaming, and repair.

Certificates

Geotextile; GA.

A minimum of 14 days prior to scheduled use, manufacturer's certificate of compliance stating that the geotextile meets the requirements of this section. This submittal shall include copies of manufacturer's quality control test results. For needle punched geotextiles, the manufacturer shall also certify that the geotextile has been continuously inspected using permanent on-line full-width metal detectors and does not contain any needles which could damage other geosynthetic layers. The certificate of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturer.

Samples

Quality Assurance Samples and Tests; FIO.

Samples for quality assurance testing; 7 days shall be allotted in the schedule to allow for testing.

1.3 DELIVERY, STORAGE AND HANDLING

Delivery, storage, and handling of geotextile shall be in accordance with ASTM D 4873.

1.3.1 Delivery

The Contracting Officer will be present during delivery and unloading of the geotextile. Rolls shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, rolls shall be immediately rewrapped with the plastic wrapping. Geotextile or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each roll shall be labeled with the manufacturer's name, geotextile type, roll number, roll dimensions (length, width, gross weight), and date manufactured.

1.3.2 Storage

Geotextile rolls shall be protected from becoming saturated. Rolls shall either be elevated off the ground or placed on a sacrificial sheet of plastic. The geotextile rolls shall also be protected from the following: construction equipment, ultraviolet radiation, chemicals, sparks and flames, temperatures in excess of 160 degrees F, and any other environmental condition that may damage the physical properties of the geotextile.

1.3.3 Handling

Geotextile rolls shall be handled and unloaded with load carrying straps, a fork lift with a stinger bar, or an axial bar assembly. Rolls shall not be dragged along the ground, lifted by one end, or dropped to the ground.

PART 2 PRODUCTS

2.1 RAW MATERIALS

2.1.1 Geotextile

Geotextile shall be a nonwoven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The use of woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) will not be allowed. Stabilizers and/or inhibitors shall be added to the base polymer, as needed, to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Regrind material, which consists of edge trimmings and other scraps that have never reached the consumer, may be used to produce the geotextile. Post-consumer recycled material shall not be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. Geotextiles and factory seams shall meet the requirements specified in Table 1. Where applicable, Table 1 property values represent minimum average roll values (MARV) in the weakest principal direction. Values for AOS represent maximum average roll values.

TABLE 1. GEOTEXTILE PHYSICAL PROPERTIES

PROPERTY	TEST VALUE	TEST METHOD
Elongation at Break, percent	Greater Than 50	ASTM D 4632
Apparent Opening Size (U.S. Sieve)	No. 70	ASTM D 4751
Permittivity, sec-1	0.1	ASTM D 4491
Puncture, lbs.	55	ASTM D 4833
Grab Tensile, lbs.	160	ASTM D 4632
Trapezoidal Tear, lbs.	55	ASTM D 4533
Burst Strength, psi	190	ASTM D 3786

TABLE 1. GEOTEXTILE PHYSICAL PROPERTIES (Con.)

PROPERTY	TEST VALUE	TEST METHOD
Ultraviolet Stability (percent strength retained at 500 hours)	50	ASTM D 4355

2.1.2 Thread (Not Applicable)

2.2 MANUFACTURING QUALITY CONTROL SAMPLING AND TESTING

Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved quality control manual. As a minimum, geotextiles shall be randomly sampled for testing in accordance with ASTM D 4354, Procedure A. Acceptance of geotextile shall be in accordance with ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

PART 3 EXECUTION

3.1 QUALITY ASSURANCE SAMPLES AND TESTS

3.1.1 Quality Assurance Samples

The Contractor shall provide assistance to the Contracting Officer in the collection of quality assurance samples. Samples shall be collected upon delivery to the site for quality assurance testing at the request of the Contracting Officer. Lot size for quality control sampling shall be considered to be the shipment quantity of the product. The unit size shall be considered at a frequency of one per 100,000 square feet or fraction thereof. Samples shall be identified with a waterproof marker by manufacturer's name, product identification, lot number, roll number, and machine direction. The date and a unique sample number shall also be noted on the sample. The outer layer of the geotextile roll shall be discarded prior to sampling a roll. Samples shall then be collected by cutting the full-width of the geotextile sheet a minimum of 3 feet long in the machine direction. Rolls which are sampled shall be immediately rewrapped in their protective covering.

3.1.2 Quality Assurance Tests

The Contracting Officer may provide quality assurance samples to an Independent Laboratory hired by the Government. Samples will be tested to verify that geotextile meets the requirements specified in Table 1. Test method ASTM D 4355 shall not be performed on the collected samples. Geotextile product acceptance shall be based on ASTM D 4759. Tests not meeting the specified requirements shall result in the rejection of applicable rolls.

3.2 INSTALLATION

3.2.1 Subgrade Preparation

The surface underlying the geotextile shall be smooth and free of ruts or protrusions which could damage the geotextile. Subgrade materials and compaction requirements shall be in accordance with SECTION: 02300, EARTHWORK.

3.2.2 Placement

The Contractor shall request the presence of the Contracting Officer during handling and installation. Geotextile rolls which are damaged or contain imperfections shall be repaired or replaced as directed. The geotextile shall be laid flat and smooth so that it is in direct contact with the subgrade. The geotextile shall also be free of tensile stresses, folds, and wrinkles. On slopes greater than 5 horizontal on 1 vertical, the geotextile shall be laid with the machine direction of the fabric parallel to the slope direction.

3.3 SEAMS

3.3.1 Overlap Seams

Geotextile panels shall be continuously overlapped a minimum of 12 inches but not less than the manufacturer's recommended overlap. Where it is required that seams be oriented across the slope, the upper panel shall be lapped over the lower panel. Anchor pins shall be used along the overlaps. Spacing and type of anchor pins shall be as recommended by the fabric manufacturer.

3.3.2 Sewn Seams (Not Applicable)

3.4 PROTECTION

The geotextile shall be protected during installation from clogging, tears, and other damage. Damaged geotextile shall be repaired or replaced as directed. Adequate ballast (e.g. sand bags) shall be used to prevent uplift by wind. The geotextile shall not be left uncovered for more than 7 days during installation.

3.5 REPAIRS

Geotextile damaged during installation shall be repaired by placing a patch of the same type of geotextile which extends a minimum of 12 inches beyond the edge of the damage or defect. Patches shall be fastened using anchor pins or other approved method as recommended by the fabric manufacturer. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile which cannot be repaired shall be replaced.

3.6 PENETRATIONS

Engineered penetrations of the geotextile shall be constructed by methods recommended by the geotextile manufacturer.

3.7 COVERING

Geotextile shall not be covered prior to approval by the Contracting Officer. The Contractor shall request the presence of the Contracting Officer during covering of the geotextile. Cover soil requirements are described in Section 02714, RAPID DRAINING BASE COURSE. The direction of backfilling shall proceed in the direction of down gradient shingling of geotextile overlaps. However, on side slopes, soil backfill shall be placed from the bottom of the slope upward. Cover soil shall be placed in a manner that prevents soil from entering the geotextile overlap zone, prevents tensile stress from being mobilized in the geotextile, and prevents wrinkles from folding over onto themselves. No equipment shall be operated directly on top of the geotextile except at stated. Low ground pressure vehicles (all terrain vehicles (ATVs)) may be operated directly on top of the geotextile if approved by the Contracting Officer. If ATVs are allowed to operate on top of the geotextile, they shall move at a rate of speed not exceeding 5 miles per hour, travel in straight lines or large arcs, not start or brake abruptly, and not turn sharply. Refueling of ATVs shall not be performed on top of the geotextile. A minimum of 12 inches of soil (rapid draining base course) shall be maintained between full-scale construction equipment tires/tracks and the geotextile during the covering process. Compaction and testing requirements for cover soil are described in Section 02714, RAPID DRAINING BASE COURSE and Section 02316, EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

END OF SECTION

SECTION 02501

ASPHALT MATERIALS

This specification is incorporated by reference from the "Montana Public Works Standard Specifications, Fourth Edition, January, 1996." (All references to Section or Division numbers within the Montana Public Works Standard Specifications refer to that publication only. Amendment Number 2, dated May 8, 2000, is included as a reference.) This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

The incorporated specification is modified as follows:

PART 4 – MEASUREMENT AND PAYMENT

4.1 Delete in its entirety.

END OF SECTION

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SECTION 02503

HOT PLANT MIX ASPHALT CONCRETE BASE AND SURFACE COURSE NEW AND OVERLAY APPLICATIONS

This specification is incorporated by reference from the "Montana Public Works Standard Specifications, Fourth Edition, January, 1996." (All references to Section or Division numbers within the Montana Public Works Standard Specifications refer to that publication only. Amendment Number 2, dated May 8, 2000, is included as a reference.) This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

The incorporated specification is modified as follows:

PART 2 - PRODUCTS

2.2.1 Insert the following between the first and second paragraphs: "All Hot Plant Mix Asphalt on this project will contain Type B Surface Aggregate."

2.2.2 Insert a new first paragraph as follows: "All Hot Plant Mix Asphalt on this project will contain Type B Surface Course Aggregate.

3.3 Delete in its entirety and insert the following: "CONTRACTOR shall make gradation analyses of the completed mix to assure that the materials being used and produced are within the tolerances of the mix design and the specifications of the mix being used. CONTRACTOR shall perform a minimum of two Marshall field tests to verify aggregates and other materials are consistent with the mix design. Field density tests by core testing will be used for acceptance purposes.

3.8.1 Delete the number "2 ½" and insert "3".

3.10 Add "All references to Owner's testing agency shall be replaced with Contractor testing."

3.11 All reference to owner testing shall be replaced with CONTRACTOR testing.
Add the following paragraph: "The CONTRACTOR shall provide one 4" diameter asphalt core sample for every 400 lineal feet of asphalt road and one 4" diameter core sample for every 10,000 square feet of parking lot surface. The location of the cores will be specified by the Contracting Officer."

PART 4 – MEASUREMENT AND PAYMENT

Delete in its entirety.

END OF SECTION

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SECTION 02620

SUBDRAINAGE SYSTEM

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 GENERAL

The subdrainage system shall be Contractor-designed. The Contractor shall provide subdrainage system design for a complete and operable subdrainage system in the areas indicated on the drawings. The subdrainage system shall be designed to tie into the Contractor-designed storm drainage system to drain. The subdrainage system shall be constructed in accordance with all applicable local ordinances.

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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 252	(1996) Corrugated Polyethylene Drainage Tubing

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 27/A 27M	(1996) Steel Castings, Carbon, for General Application
ASTM A 47	(1990; R 1995) Ferritic Malleable Iron Castings
ASTM A 48	(1994a) Gray Iron Castings
ASTM A 123/A 123M	(1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 227/A 227M	(1993) Steel Wire, Cold-Drawn for Mechanical Springs
ASTM A 229/A 229M	(1993) Steel Wire, Oil-Tempered for Mechanical Springs
ASTM C 150	(1997) Portland Cement
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections

ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 2751	(1996a) Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings
ASTM D 3034	(1998) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	(1996a) Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 3350	(2002a) Polyethylene (PE) Plastics Pipe and Fittings Materials
ASTM D 3753	(1981; R 1991) Glass-Fiber-Reinforced Polyester Manholes
ASTM D 5034	(1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)
ASTM F 405	(1996) Corrugated Polyethylene (PE) Tubing and Fittings
ASTM F 714	(2001) Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
ASTM F 758	(1995) Smooth-Wall Poly(Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F 949	(1996a) Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings

1.3 DESIGN REQUIREMENTS

The subdrainage system for this project shall be Contractor -designed and Contractor -installed. The subdrainage system design shall be approved and stamped by a Professional Engineer licensed in the State of Montana.

1.4 SYSTEM DESCRIPTION

The system requirements shall be as specified herein and indicated conceptually on the drawings. Conceptual drawings provided indicate approximate locations of subdrainage

systems. The Contractor shall be responsible for determining points of connection, pipe sizes, pipe route, direction of flow, and invert elevations of the subdrainage system. The subdrainage system shall be designed to connect to the Contractor-designed storm drainage system as indicated on the drawings. The subdrainage system design shall be submitted for approval by the QA prior to purchase of materials and installation. The subdrainage system shall be designed using commercial grade equipment readily available within 100 miles of the project area. The Contractor shall verify that the subdrainage system does not conflict with existing utilities; that the grading plan allows for drainage, and that subdrainage piping is appropriate for use intended.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having an "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Subdrainage System 95% Design Submittal; G

Detail design drawings for construction of the entire subdrainage system(s) to include the following:

Location of point-of-connection; Point-of-connection information including service line size; All mainline and lateral pipe sizes and material type(s); Typical installation details and any installation practices unique to this system. Submit product data including manufacturer's catalog cuts, equipment data sheets, or shop drawings for the following products: pipe and pipe fittings. Drawings shall contain complete schematic diagrams and any other details required to demonstrate that the system has been coordinated and will function as a unit.

Contractor shall verify that the flow is adequate at each point of connection. Scale shall match that of the project construction drawings. Three copies of the 95% submittal shall be provided to the Contracting Officer for review. Review comments shall be provided to the Contractor within ten working days following submittal. All comments shall be incorporated or rebuttals fully coordinated with the Contracting Officer.

Storm Drainage System 100% Design Submittal; G

Final design drawings, revised specifications, and all final design data shall be submitted to the Contracting Officer for final approval prior to installation. Two copies of the final design submittal shall be provided.

Storm Drainage System As-Builts; G

As-built drawings which provide current factual information showing final locations of the subdrainage piping, including deviations from and amendments to the drawings and changes in the work during installation, shall be provided. As-builts shall also include pipe sizes, and pipe lengths.

SD-03 Product Data

Instructions; G

Placing Pipe. Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

Samples; G

Pipe for Subdrainage. Samples of the following materials, before work is started: filter fabric, pipe, pipe fittings.

SD-06 Test Reports

Field Tests; G

Performance test reports, in booklet form, showing all field tests performed to adjust each component; and all field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system.

SD-07 Certificates

Subdrainage System; G

Pipe for Subdrains.

Certifications from the manufacturers attesting that materials meet specification requirements. Certificates are required for drain pipe and fittings.

The material supplier's or equipment manufacturer's statement that the supplied material or equipment meets specified requirements. Each certificate shall be signed by an official authorized to certify in behalf of material supplier or product manufacturer and shall identify quantity and date or dates of shipment or delivery to which the certificates apply.

1.6 DELIVER, STORAGE, AND HANDLING

1.6.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with minimum handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. Plastic pipe shall be installed within 6 months from the date of manufacture unless otherwise approved.

1.6.2 Handling

Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition. Pipe shall be carried and not dragged to the trench.

PART 2 PRODUCTS

2.1 PIPE FOR SUBDRAINS

Pipe for subdrains shall be of the types and sizes indicated.

2.1.1 Plastic Pipe

Plastic pipe shall contain ultraviolet inhibitor to provide protection from exposure to direct sunlight.

2.1.1.1 Acrylonitrile-Butadiene-Styrene (ABS) Piping

Acrylonitrile-butadiene-styrene (ABS) piping and fittings shall conform to ASTM D 2751, with maximum SDR of 35.

2.1.1.2 Polyvinyl Chloride (PVC) Pipe and Fittings

Polyvinyl chloride (PVC) pipe and fittings shall conform to ASTM D 3034, ASTM F 949, or ASTM F 758, Type PS 46.

2.1.1.3 High Density Polyethylene (HDPE) Pipe

HDPE pipe and fittings shall meet all local, state, and federal code requirements and shall conform to ASTM D3350 and ASTM F714.

2.1.1.4 Pipe Perforations

Water inlet area shall be a minimum of 0.5 square inch per linear foot. Manufacturer's standard perforated pipe which essentially meets these requirements may be substituted with prior approval of the Contracting Officer.

a. Circular Perforations in Plastic Pipe: Circular holes shall be cleanly cut 3/16 inch in diameter (nominal) and arranged in rows parallel to the longitudinal axis of the pipe. Perforations shall be approximately 3 inches center-to-center along rows. The rows shall be approximately 1-1/2 inches apart and arranged in a staggered pattern so that all perforations lie at the midpoint between perforations in adjacent rows. The rows shall be spaced over not more than 155 degrees of circumference. The spigot or tongue end of the pipe shall not be perforated for a length equal to the depth of the socket, and perforations shall continue at uniform spacing over the entire length of the pipe.

b. Slotted Perforations in Plastic Pipe: Circumferential slots shall be cleanly cut so as not to restrict the inflow of water and uniformly spaced along the length and circumference of the tubing. Width of slots shall not exceed 1/8 inch nor be less than 1/32 inch. The length of individual slots shall not exceed 1-1/4 inches on 3 inch diameter tubing, 10 percent of the tubing inside nominal circumference on 4 to 8 inch diameter tubing, and 2-1/2 inches on 10 inch diameter tubing. Rows of slots shall be symmetrically spaced so that they are fully contained in 2 quadrants of the pipe. Slots shall be centered in the valleys of the corrugations of profile wall pipe.

2.2 DRAINAGE STRUCTURES

2.2.1 Concrete

Except for precast concrete, reinforcement shall conform to the requirements for 3500 psi concrete in Section 02770 CONCRETE CURBS. The concrete mixtures shall have air content, by volume of concrete, based on measurements made immediately after discharge from the mixer of 5 to 7 percent when coarse-aggregate maximum size is 1-1/2 inches or smaller. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall be not less than 1 inch thick for covers and not less than 1-1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall be at least 3 inches thick between the steel and the ground. Expansion-joint filler material shall conform to ASTM D 1751 or ASTM D 1752. Exposed concrete surfaces, such as drainage structures that form a continuation of concrete curbs and gutters, shall be given a protective coating of linseed oil as specified in Section 02770 CONCRETE CURBS.

2.2.2 Mortar

Mortar for pipe joints and connections to other drainage structures shall be composed of one part by volume of portland cement and two parts of sand. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar. Water shall be clean and free of injurious acids, alkalies, and organic impurities. The mortar shall be used within 30 minutes from the time the ingredients are mixed with water.

2.2.3 Manholes and Appurtenances

2.2.3.1 Precast Reinforced Concrete Manhole Risers and Tops

Precast reinforced concrete manhole risers and tops shall conform to ASTM C 478.

2.2.3.2 Precast Concrete Manhole Bases

If precast concrete manhole bases are used, the bases shall conform to ASTM C 478 and shall be of such a design as to effect suitable connection with influent and effluent lines and to provide a suitable base structure for riser sections.

2.2.3.3 Frames and Covers or Gratings

Frames and gratings, or frames and covers, except as otherwise permitted, shall be of either cast iron with tensile strength test not less than ASTM A 48 Class 25 or steel conforming to ASTM A 27/A 27M, Class 65-35. Weight, shape, and size shall be as indicated.

2.2.3.4 Steel Ladder

A steel ladder shall be provided where the depth of a manhole exceeds 4 feet. The ladder will be not less than 16 inches in width, with 3/4 inch diameter rungs spaced 12 inches apart. The two stringers shall be a minimum 3/8 inch thick and 2 inches wide. Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 3 feet apart vertically, and shall be so installed as to provide at least 6 inches of space between the wall

and the rungs. Ladders and inserts shall be galvanized after fabrication in conformance with ASTM A 123/A 123M. The wall along the line of the ladder shall be vertical for its entire length.

2.3 SUBDRAIN FILTER AND BEDDING MATERIAL

Subdrain filter and bedding material shall be as specified in SECTION 02300 Earthwork. Filter and bedding material found to be dirty or otherwise contaminated shall be removed and replaced with material meeting the specific requirements, at no additional cost to the Government.

2.4 FILTER FABRIC

Filter fabric shall be the Subsurface Drainage Geotextile as specified in SECTION 02373 Separation/Filtration Geotextile.

PART 3 EXECUTION

3.1 EXCAVATION AND BEDDING FOR SUBDRAIN SYSTEMS

Trenching and excavation, including the removal of rock and unstable material, shall be in accordance with Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Filter material shall be placed in the trench as indicated or as required as replacement materials used in those areas where unstable materials were removed. Compaction of the filter material shall be as specified in Section 02300 EARTHWORK.

3.2 MANHOLES AND FLUSHING AND OBSERVATION RISERS

3.2.1 Manholes

Manholes shall be installed complete with frames and covers or gratings at the locations and within the limits and sizes indicated. Manholes shall be constructed of one of the materials specified for manholes in paragraph DRAINAGE STRUCTURES. Joints shall be completely filled and shall be smooth and free of surplus mortar or mastic on the inside of the structure. Ladders shall be installed in manholes as indicated. Base for manholes shall be either precast or cast-in-place concrete.

3.2.2 CLEANOUTS

Cleanout pipes with frames and covers shall be installed at the locations indicated. Risers shall be constructed of precast concrete. Joining of cleanout pipes to the subdrain system shall be as indicated.

3.3 INSTALLATION OF FILTER FABRIC AND PIPE FOR SUBDRAINS

3.3.1 Installation of Filter Fabric

Trenches to be lined with filter fabric shall be graded to obtain smooth side and bottom surfaces so that the fabric will not bridge cavities in the soil or be damaged by projecting rock. The fabric shall be laid flat but not stretched on the soil, and it shall be secured with anchor pins. Overlaps shall be at least 6 inches, and anchor pins shall be used along the overlaps.

3.3.2 Installation of Pipe for Subdrains

3.3.2.1 Pipelaying

Each pipe shall be carefully inspected before it is laid. Any defective or damaged pipe shall be rejected. No pipe shall be laid when the trench conditions or weather is unsuitable for such work. Water shall be removed from trenches by sump pumping or other approved methods. The pipe shall be laid to the grades and alignment as indicated. The pipe shall be bedded to the established gradeline. Perforations shall be centered on the bottom of the pipe. Pipes of either the bell-and-spigot type or the tongue-and-groove type shall be laid with the bell or groove ends upstream. All pipes in place shall be approved before backfilling.

3.3.2.2 Jointings

a. Acrylonitrile-Butadiene-Styrene (ABS): Solvent cement or elastomeric joints for ABS pipe shall be in accordance with ASTM D 2751. Dimensions and tolerances shall be in accordance with TABLE II of ASTM D 2751.

b. Polyvinyl Chloride (PVC) Pipe: Joints shall be in accordance with the requirements of ASTM D 3034, ASTM D 3212, or ASTM F 949.

3.4 INSTALLATION OF FILTER MATERIAL AND BACKFILLING FOR SUBDRAINS

After pipe for subdrains has been laid, inspected, and approved, filter material shall be placed around and over the pipe to the depth indicated. The filter material shall be placed in accordance with SECTION 02300 Earthwork to obtain the required density.

3.5 TESTS

3.5.1 Pipe Test

Strength tests of pipe shall conform to field service test requirements of the Federal Specification, ASTM specification, or AASHTO specification covering the product (paragraph PIPE FOR SUBDRAINS).

END OF SECTION

SECTION 02630

STORM-DRAINAGE SYSTEM

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 GENERAL

The storm drainage system shall be Contractor-designed. The Contractor shall provide storm drainage system design for a complete and operable storm drainage system in the areas indicated on the drawings. The storm drainage system design shall include the design of culverts. The storm drainage system shall be constructed in accordance with all applicable local ordinances.

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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO HB-16	(1996) Standard Specifications for Highway Bridges
AASHTO M 198	(1994) Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

AMERICAN RAILWAY ENGINEERING ASSOCIATION (AREA)

AREA-01	(1997) 1997-1998 Manual for Railway Engineering 4 Vol., Volume 1

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 48	(1994a) Gray Iron Castings
ASTM A 123/A 123M	(1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 536 (1984; R 1993) Ductile Iron Castings

ASTM B 26/B 26M	(1997) Aluminum-Alloy Sand Castings
ASTM C 14	(1995) Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 76	(1997) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 270	(1997a) Mortar for Unit Masonry
ASTM C 443	(1994) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections
ASTM C 655	(1995a) Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C 924	(1989; R 1997) Concrete Pipe Sewer Lines by Low-Pressure Air Test Method
ASTM C 1103	(1994) Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
ASTM D 1056	(1991) Flexible Cellular Materials - Sponge or Expanded Rubber
ASTM D 1171	(1994) Rubber Deterioration - Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens)
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 1784	(1997) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2321	(1989; R 1995) Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 3034	(1994) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	(1996a) Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM F 477	(1995) Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 679	(1995) Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings
ASTM F 794	(1995a) Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 1417	(1992) Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air

1.3 DESIGN REQUIREMENTS

The storm drainage system for this project shall be Contractor -designed and Contractor -installed. The storm drainage system design shall be approved and stamped by a Professional Engineer licensed in the State of Montana. The storm system drainage design shall be submitted to the Contracting Officer for approval.

1.4 SYSTEM DESCRIPTION

The system requirements shall be as specified herein and indicated conceptually on the drawings. Conceptual drawings provided indicate approximate locations of storm inlets, piping, and culverts.. The Contractor shall be responsible for determining inlet locations, pipe sizes, pipe route, direction of flow, and invert elevations of the storm drainage system. The storm drainage system shall be designed to connect to the existing storm drainage system as indicated on the drawings. The Contractor shall determine the available flow at the point of connection and design the system accordingly. The storm drainage system design shall be for a 100-year, 24-hour storm event. The storm drainage system shall be designed using commercial grade equipment readily available within 100 miles of the project area. The Contractor shall verify that the storm drainage system does not conflict with existing utilities; that the grading plan allows for drainage, that types and elevations of storm inlet grates are correct, and that storm drain piping is appropriate for use intended. The Contractor shall terminate all other connections to the existing system when the new system is installed.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having an "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Storm Drainage System 95% Design Submittal; G

Detail design drawings for construction of the entire storm drainage system(s) to include the following:

Location of point-of-connection; Point-of-connection information including service line size; All mainline and lateral pipe sizes and material type(s); Inlet information including location, type, and station designation; Typical installation details and any installation practices unique to this system. Submit product data including manufacturer's catalog cuts, equipment data sheets, or shop drawings for the following products: pipe, valve boxes; pipe and pipe fittings. Drawings shall contain complete schematic diagrams and any other details required to demonstrate that the system has been coordinated and will function as a unit.

Contractor shall verify that the flow is adequate at each point of connection. Scale shall match that of the project construction drawings. Three copies of the 95% submittal shall be provided to the Contracting Officer for review. Review comments shall be provided to the Contractor within ten working days following submittal. All comments shall be incorporated or rebuttals fully coordinated with the Contracting Officer.

Storm Drainage System 100% Design Submittal; G

Final design drawings, revised specifications, and all final design data shall be submitted to the Contracting Officer for final approval prior to installation. Two copies of the final design submittal shall be provided.

Storm Drainage System As-Builts; G

As-built drawings which provide current factual information showing final locations of the storm drainage inlets and piping, including deviations from and amendments to the drawings and changes in the work during installation, shall be provided. As-builts shall also include a storm drain system profile including storm inlet invert elevations, inlet top elevations, pipe sizes, and pipe lengths.

SD-03 Product Data

Instructions; G

Placing Pipe. Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

Samples; G

Pipe for Storm Drains and Culverts. Samples of the following materials, before work is started: pipe.

SD-06 Test Reports

Field Tests; G

Performance test reports, in booklet form, showing all field tests performed to adjust each component; and all field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system.

SD-07 Certificates

Storm Drainage System; G

The material supplier's or equipment manufacturer's statement that the supplied material or equipment meets specified requirements. Each certificate shall be signed by an official authorized to certify in behalf of material supplier or product manufacturer and shall identify quantity and date or dates of shipment or delivery to which the certificates apply.

Resin Certification; Pipeline Testing; Hydrostatic Test on Watertight Joints; Determination of Density; Frame and Cover for Gratings; G

Certified copies of test reports demonstrating conformance to applicable pipe specifications, before pipe is installed. Certification on the ability of frame and cover or gratings to carry the imposed live load.

SD-10 Operation and Maintenance Data

Storm Drainage System; G

Six copies of operation and six copies of maintenance manuals for the equipment furnished. One complete set prior to field testing and the remainder upon acceptance. Manuals shall be approved prior to the field training course.

1.6 DELIVERY, STORAGE, AND HANDLING

1.6.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless directed otherwise by the Contracting Officer. Solvents, solvent compounds, lubricants, elastomeric gaskets, and any similar materials required to install plastic pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life. Solvents in use shall be discarded when the recommended pot life is exceeded.

1.6.2 Handling

Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 PIPE FOR CULVERTS AND STORM DRAINS

Pipe for culverts shall be of the sizes indicated on drawings and shall conform to the requirements specified. Pipe for storm drains shall be of the sizes as determined by the Contractor and shall conform to the requirements specified. Storm drain lines shall not be constructed of corrugated steel pipe.

2.1.1 Concrete Pipe

ASTM C 76M , Class V.

2.1.2 PVC Pipe

The pipe manufacturer's resin certification, indicating the cell classification of PVC used to manufacture the pipe, shall be submitted prior to installation of the pipe.

2.1.2.1 Type PSM PVC Pipe

ASTM D 3034, Type PSM, maximum SDR 35, produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.2.2 Profile PVC Pipe

ASTM F 794, Series 46, produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.2.3 Smooth Wall PVC Pipe

ASTM F 679 produced from PVC certified by the compounder as meeting the requirements of ASTM D 1784, minimum cell class 12454-B.

2.1.2.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe meeting ASTM D3350 having a cell classification of PE 34-5434C as meeting the requirements of ASTM F714.

2.2 MISCELLANEOUS MATERIALS

2.2.1 Concrete

Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for 3500 psi concrete under Section 02770 CONCRETE CURBS AND GUTTERS. The concrete mixture shall have air content by volume of concrete, based on measurements made immediately after discharge from the mixer, of 5 to 7 percent when

maximum size of coarse aggregate exceeds 1-1/2 inches. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall not be less than 1 inch thick for covers and not less than 1-1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 3 inches between steel and ground. Expansion-joint filler material shall conform to ASTM D 1751, or ASTM D 1752, or shall be resin-impregnated fiberboard conforming to the physical requirements of ASTM D 1752.

2.2.2 Mortar

Mortar for pipe joints, connections to other drainage structures construction shall conform to ASTM C 270, Type M, except that the maximum placement time shall be 1 hour. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar but in no case shall exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalis, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.

2.2.3 Precast Reinforced Concrete Manholes

Precast reinforced concrete manholes shall conform to ASTM C 478M . Joints between precast concrete risers and tops shall be made with flexible watertight, rubber-type gaskets meeting the requirements of paragraph JOINTS.

2.2.4 Diverter Box

Diverter boxes shall be precast concrete and conform to ASTM C 478M.

2.2.5 Valve Box

Valve boxes shall be cast iron. Cast-iron boxes shall be extension type with slide-type adjustment and with flared base. The minimum thickness of metal shall be 3/16 inch. The word ”SEWER” shall be cast in the cover. The box length shall adapt, without full extension, to the depth of cover required over the pipe at the valve location.

2.2.6 Frame and Cover

Frame and cover for manholes shall be cast gray iron, ASTM A 48, Class 35B; or cast ductile iron, ASTM A 536, Grade 65-45-12. Weight, shape and size shall be as indicated on the plans.

2.2.7 Joints

2.2.7.1 Flexible Watertight Joints

a. Materials: Flexible watertight joints shall be made with plastic or rubber-type gaskets for concrete pipe and with factory-fabricated resilient materials for clay pipe. The design of joints and the physical requirements for plastic gaskets shall conform to AASHTO M 198, and rubber-type gaskets shall conform to ASTM C 443. Factory-fabricated resilient joint materials shall conform to ASTM C 425.

Gaskets shall have not more than one factory-fabricated splice, except that two factory-fabricated splices of the rubber-type gasket are permitted if the nominal diameter of the pipe being gasketed exceeds 1.35 m (54 inches).

b. Test Requirements: Watertight joints shall be tested and shall meet test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS. Rubber gaskets shall comply with the oil resistant gasket requirements of ASTM C 443. Certified copies of test results shall be delivered to the Contracting Officer before gaskets or jointing materials are installed. Alternate types of watertight joint may be furnished, if specifically approved.

2.2.7.2 External Sealing Bands

Requirements for external sealing bands shall conform to ASTM C 877.

2.2.7.3 Flexible Watertight, Gasketed Joints

a. Gaskets: When infiltration or exfiltration is a concern for pipe lines, the couplings may be required to have gaskets. The closed-cell expanded rubber gaskets shall be a continuous band approximately 7 inches wide and approximately 3/8 inch thick, meeting the requirements of ASTM D 1056, Type 2 B3, and shall have a quality retention rating of not less than 70 percent when tested for weather resistance by ozone chamber exposure, Method B of ASTM D 1171. Rubber O-ring gaskets shall be 13/16 inch in diameter for pipe diameters of 36 inches or smaller and 7/8 inch in diameter for larger pipe having 1/2 inch deep end corrugation. Rubber O-ring gaskets shall be 1-3/8 inches in diameter for pipe having 1 inch deep end corrugations. O-rings shall meet the requirements of AASHTO M 198 or ASTM C 443. Flexible plastic gaskets shall conform to requirements of AASHTO M 198, Type B.

b. Connecting Bands: Connecting bands shall be of the type, size and sheet thickness of band, and the size of angles, bolts, rods and lugs as indicated or where not indicated as specified in the applicable standards or specifications for the pipe. Exterior rivet heads in the longitudinal seam under the connecting band shall be countersunk or the rivets shall be omitted and the seam welded. Watertight joints shall be tested and shall meet the test requirements of paragraph HYDROSTATIC TEST ON WATERTIGHT JOINTS.

2.2.7.4 PVC Plastic Pipes

Joints shall be solvent cement or elastomeric gasket type in accordance with the specification for the pipe and as recommended by the pipe manufacturer.

2.2.7.5 HDPE Pipe, Joints

Joints shall be heat fusion welded meeting the manufacturer’s recommendations.

2.3 STEEL LADDER

Steel ladder shall be provided where the depth of the manhole exceeds 4 feet. These ladders shall be not less than 16 inches in width, with 3/4 inch diameter rungs spaced 12 inches

apart. The two stringers shall be a minimum 3/8 inch thick and 2-1/2 inches wide. Ladders and inserts shall be galvanized after fabrication in conformance with ASTM A 123/A 123M.

2.4 HYDROSTATIC TEST ON WATERTIGHT JOINTS

2.4.1 Concrete and PVC Pipe

A hydrostatic test shall be made on the watertight joint types as proposed. Only one sample joint of each type needs testing; however, if the sample joint fails because of faulty design or workmanship, an additional sample joint may be tested. During the test period, gaskets or other jointing material shall be protected from extreme temperatures which might adversely affect the performance of such materials. Performance requirements for joints in reinforced and nonreinforced concrete pipe shall conform to AASHTO M 198 or ASTM C 443. Test requirements for joints in clay pipe shall conform to ASTM C 425. Test requirements for joints in PVC and PE plastic pipe shall conform to ASTM D 3212.

PART 3 EXECUTION

3.1 EXCAVATION FOR PIPE CULVERTS, STORM DRAINS, AND DRAINAGE STRUCTURES

Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable portions of Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS and the requirements specified below.

3.1.1 Trenching

The width of trenches at any point below the top of the pipe shall be not greater than the outside diameter of the pipe plus 24 inches to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheeting and bracing, where required, shall be placed within the trench width as specified. Contractor shall not overexcavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the Government.

3.1.2 Removal of Unstable Material

Where wet or otherwise unstable soil incapable of properly supporting the pipe, as determined by the Contracting Officer, is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with select granular material, compacted as provided in paragraph BACKFILLING. When removal of unstable material is due to the fault or neglect of the Contractor in his performance of shoring and sheeting, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the government.

3.2 BEDDING

The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe.

3.2.1 Concrete Pipe Requirements

When no bedding class is specified or detailed on the drawings, concrete pipe shall be bedded in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe or to the lower curved portion of pipe arch for the entire length of the pipe or pipe arch. When necessary, the bedding shall be tamped. Bell holes and depressions for joints shall be not more than the length, depth, and width required for properly making the particular type of joint.

3.2.2 Plastic Pipe

Bedding for PVC and HDPE pipe shall meet the requirements of ASTM D 2321. Bedding, haunching, and initial backfill shall be either Class IB or II material.

3.3 PLACING PIPE

Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary to maintain adequate pipe stiffness and meet installation deflection requirements. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Lifting lugs in vertically elongated metal pipe shall be placed in the same vertical plane as the major axis of the pipe. Pipe shall not be laid in water, and pipe shall not be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. Deflection of installed flexible pipe shall not exceed the following limits:

TYPE OF PIPE	MAXIMUM ALLOWABLE DEFLECTION (%)
Plastic	7.5

Not less than 30 days after the completion of backfilling, the Government may perform a deflection test on the entire length of installed flexible pipe using a mandrel or other suitable device. Installed flexible pipe showing deflections greater than those indicated above shall be retested by a run from the opposite direction. If the retest also fails, the suspect pipe shall be replaced at no cost to the Government.

3.3.1 Concrete and PVC

Laying shall proceed upgrade with spigot ends of bell-and-spigot pipe and tongue ends of tongue-and-groove pipe pointing in the direction of the flow.

3.4 JOINTING

3.4.1 Concrete Pipe

3.4.1.1 Flexible Watertight Joints

Gaskets and jointing materials shall be as recommended by the particular manufacturer in regard to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe; any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe, and the joint pushed home. If, while the joint is being made the gasket becomes visibly dislocated the pipe shall be removed and the joint remade.

3.4.1.2 External Sealing Band Joint for Noncircular Pipe

Surfaces to receive sealing bands shall be dry and clean. Bands shall be installed in accordance with manufacturer's recommendations.

3.5 DRAINAGE STRUCTURES

3.5.1 Manholes and Inlets

Construction shall be of precast reinforced concrete, complete with frames and covers or gratings; and with fixed galvanized steel ladders where required.

3.5.2 Walls and Headwalls

Construction shall be as indicated.

3.6 STEEL LADDER INSTALLATION

Ladder shall be adequately anchored to the wall by means of steel inserts spaced not more than 6 feet vertically, and shall be installed to provide at least 6 inches of space between the wall and the rungs. The wall along the line of the ladder shall be vertical for its entire length.

3.7 BACKFILLING

3.7.1 Backfilling Pipe in Trenches

After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. The fill shall be thoroughly compacted under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or

tampers in layers not exceeding 8 inches. Tests for density shall be made as necessary to ensure conformance to the compaction requirements specified below. Where it is necessary, in the opinion of the Contracting Officer, that sheeting or portions of bracing used be left in place, the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.7.2 Backfilling Pipe in Fill Sections

For pipe placed in fill sections, backfill material and the placement and compaction procedures shall be as specified below. The fill material shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth, and shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming. Prior to commencing normal filling operations, the crown width of the fill at a height of 12 inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe. After the backfill has reached at least 12 inches above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers as required by SECTION 02300 EARTHWORK.

3.7.3 Movement of Construction Machinery

When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced.

3.7.4 Compaction

3.7.4.1 General Requirements

Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands. Cohesive materials include clayey and silty gravels, gravel-silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands. When results of compaction tests for moisture-density relations are recorded on graphs, cohesionless soils will show straight lines or reverse-shaped moisture-density curves, and cohesive soils will show normal moisture-density curves.

3.7.4.2 Minimum Density

Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.

a. Under airfield pavements, paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.

b. Sidewalks, turfed or seeded areas, density shall not be less than 85 percent of maximum density for cohesive material and 90 percent of maximum density for cohesionless material.

3.7.5 Determination of Density

Testing shall be the responsibility of the Contractor and performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. Tests shall be performed in sufficient number to ensure that specified density is being obtained. Laboratory tests for moisture-density relations shall be made in accordance with ASTM D 1557 using the Modified effort (56,000 ft-lbf/cu.ft.) except that mechanical tampers may be used provided the results are correlated with those obtained with the specified hand tamper. Field density tests shall be determined in accordance with ASTM D 2167 or ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted, if necessary, using the sand cone method as described in paragraph Calibration of the referenced publications. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017 or ASTM D 2922. Test results shall be furnished the Contracting Officer. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed.

3.8 PIPELINE TESTING

Lines shall be tested for leakage by low pressure air or water testing or exfiltration tests, as appropriate. Low pressure air testing for concrete pipes shall conform to ASTM C 924. Low pressure air testing for plastic pipe shall conform to ASTM F 1417. Low pressure air testing procedures for other pipe materials shall use the pressures and testing times prescribed in ASTM C 828 or ASTM C 924, after consultation with the pipe manufacturer. Testing of individual joints for leakage by low pressure air or water shall conform to ASTM C 1103M . Prior to exfiltration tests, the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection. Visible leaks encountered shall be corrected regardless of leakage test results. When the water table is 24 inches or more above the top of the pipe at the upper end of the pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the Contracting Officer. An exfiltration test shall be made by filling the line to be tested with water so that a head of at least 24 inches is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be reestablished. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by the exfiltration test shall not exceed 0.2 gallons per inch in diameter per 100 feet of pipeline per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correcting, and retesting shall be made at no additional cost to the Government.

END OF SECTION

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SECTION 02714

RAPID-DRAINING BASE COURSE

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock In Place by Nuclear Methods (Shallow Depth)
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregates
ASTM E 548	(1994el) General Criteria Used for Evaluating Laboratory Competence

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-06 Test Reports

Sampling and Testing

Copies of field test results within 24 hours of completion of tests.

Approval of Materials; G, RE

Material sources and material test results prior to field use.

Evaluation; G, RE

Test section construction report.

1.4 SYSTEM DESCRIPTION

The Contractor shall build a rapid-draining base course under the airfield pavements as indicated and in accordance with the following subparagraph:

1.4.1 Aggregate Rapid-Draining Base Course

A rapid-draining base course consisting of rapid draining materials (RDM) meeting the gradations of Table I.

1.5 FIELD COMPACTION

Field compaction requirements shall be based on the results of a test section constructed by the Contractor, using the materials, methods, and equipment proposed for use in the work. The test section shall meet the requirements of paragraph TEST SECTION.

1.6 EQUIPMENT

1.6.1 General Requirements

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times.

1.6.2 Placement Equipment

An asphalt paving machine shall be used to place rapid-draining base course material. Alternate methods may be used if it can be demonstrated in the test section that these methods obtain the specified results.

1.6.3 Compaction Equipment

A dual or single smooth drum roller which provides a maximum compactive effort without crushing the rapid-draining base course aggregate shall be used to compact rapid-draining base course material.

1.7 WEATHER LIMITATION

Rapid-draining base course material shall be placed when the atmospheric temperature is above 35 degrees F. Areas of completed rapid-draining base course or underlying courses that are damaged by freezing, rainfall, or other weather conditions or by contamination from sediments, dust, dirt, or foreign material shall be corrected by the Contractor to meet specified requirements.

1.8 SAMPLING AND TESTING

1.8.1 General Requirements

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved commercial testing laboratory, or by the Contractor subject to approval. If the Contractor elects to establish testing facilities of his own, approval of such facilities shall be based on compliance with ASTM E 548, and no work requiring testing will be permitted until the Contractor's facilities have been inspected and approved. The first inspection of the facilities will be at the expense of the Government and any subsequent inspections required because of failure of the first inspection shall be at the expense of the Contractor. Such costs will be deducted from the total amount due the Contractor. Rapid-draining base course materials shall be tested to establish compliance with the specified requirements.

1.8.2 Sampling

Aggregate samples shall be taken in accordance with ASTM D 75.

1.8.3 Test Methods

1.8.3.1 Sieve Analyses

Sieve analyses shall be made in accordance with ASTM C 117 and ASTM C 136.

1.8.3.2 Density Tests

Field density tests shall be made in accordance with ASTM D 2922. When using this method, ASTM D 3017 shall be used to determine the moisture content of the aggregate rapid-draining base course material. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made by the prepared containers of material method, as described in paragraph "Calibration" of ASTM D 2922, on each different type of material being tested at the beginning of a job and at intervals as directed by the Contracting Officer.

1.8.3.3 Soundness Test

Soundness tests shall be made in accordance with ASTM C 88.

1.8.3.4 Los Angeles Abrasion Test

Los Angeles abrasion tests shall be made in accordance with ASTM C 131.

1.8.3.5 Flat or Elongated Particles Tests

Flat and/or elongated particles tests shall be made in accordance with ASTM D 4791.

1.8.3.6 Fractured Faces Tests

When aggregates are supplied from crushed gravel, approved test methods shall be used to assure the aggregate meets the requirements for fractured faces in paragraph AGGREGATES.

1.8.4 Testing Frequency

1.8.4.1 Aggregate Layer

Sieve analyses, field density, and moisture content tests shall be performed at a rate of at least one test for every 1000 square yards of completed area and not less than one test for each day's production. Soundness tests, Los Angeles abrasion tests, fractured faces tests and flat and/or elongated particles tests shall be performed at the rate of at least one test for every 10 sieve analysis tests.

1.8.5 Approval of Materials

1.8.5.1 Aggregate

The aggregate source shall be selected at least 30 days prior to field use in the test section. Tentative approval of the source will be based on certified test results to verify that materials proposed for use meet the contract requirements. Final approval of both the source and the material will be based on test section performance and tests for gradation, soundness, Los Angeles abrasion, flat and/or elongated particles tests and fractured faces tests. For aggregate rapid-draining base course materials, these tests shall be performed on samples taken from the completed and compacted rapid-draining base course within the test section.

PART 2 PRODUCTS

2.2 AGGREGATES

Aggregates shall consist of clean, sound, hard, durable, angular particles of crushed stone, crushed slag, or crushed gravel which meet the specification requirements. Slag shall be an air-cooled, blast-furnace product having a dry weight of not less than 65 pcf determined by ASTM C 29/C 29M. The aggregates shall be free of silt and clay as defined by ASTM D 2487, vegetable matter, and other objectionable materials or coatings.

2.2.1 Aggregate Quality

The aggregate shall have a soundness loss not greater than 18 percent weighted averaged at 5 cycles when tested in magnesium sulfate in accordance with ASTM C 88. The aggregate shall have a percentage of loss on abrasion not to exceed 40 after 500 revolutions as determined by ASTM C 131. The percentage of flat and/or elongated particles shall be determined by ASTM D 4791 with the following modifications. The aggregates shall be separated into 2 size fractions. Particles greater than 1/2 inch sieve and particles passing the 1/2 inch sieve and retained on the No. 4 sieve. The percentage of flat and/or elongated particles in either fraction shall not exceed 20. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. When the aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements. When the aggregate is supplied from crushed gravel it shall be manufactured from gravel particles, 90 percent of which by weight are retained on the maximum-size sieve listed in TABLE I. In the portion retained on each sieve specified, the crushed gravel shall contain at least 90 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the face. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as 2 fractured faces.

2.2.2 Gradation Requirements

Rapid-draining base course aggregates shall be well graded within the limits specified in TABLE I.

TABLE I. GRADATION OF RAPID-DRAINING BASE COURSE MATERIAL

Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	Rapid Draining Material (RDM)
1-1/2 inch	100
1 inch	70-100
3/4 inch	55-100
1/2 inch	40-80
3/8 inch	30-65
No. 4	10-50
No. 8	0-25
No. 16	0-5

NOTE 1: Particles having diameters less than 0.02 mm shall not be in excess of 5.0 percent by weight of the total sample tested.

NOTE 2: The values are based on aggregates of uniform specific gravity, and the percentages passing the various sieves may require appropriate correction by the Contracting Officer when aggregates of varying specific gravities are used.

NOTE 3: For RDM, the coefficient of uniformity (CU) shall be greater than 3.5. (CU = D60/D10).

PART 3 EXECUTION

3.1 STOCKPILING AGGREGATES

Aggregates shall be stockpiled at locations approved by the Contracting Officer. Stockpile areas shall be cleared and leveled prior to stockpiling aggregates. Aggregates shall be stockpiled to prevent segregation and contamination. Aggregates obtained from different sources shall be stockpiled separately.

3.2 TEST SECTION

3.2.1 Data

A test section shall be constructed to evaluate the ability to carry traffic and the constructibility of the rapid-draining base course including required mixing, placement, and compaction procedures. Test section data will be used by the Contracting Officer to determine the required number of passes and the field dry density requirements for full scale production.

3.2.2 Scheduling

The test section shall be constructed a minimum of 30 days prior to the start of full scale production to provide sufficient time for an evaluation of the proposed materials, equipment and procedures including Government QA testing.

3.2.3 Location and Size

The test section shall be placed outside the production paving limits in an area with similar subgrade and subbase conditions approved by the Contracting Officer. The underlying courses (subgrades) and subgrade preparation, required for the pavement section, shall be completed, inspected and approved in the test section prior to constructing the rapid-draining base course. The test section shall be a minimum of 100 feet long and one full paving lane wide.

3.2.4 Initial Testing

Certified test results, to verify that the materials proposed for use in the test section meet the contract requirements, shall be provided by the Contractor and approved by the Contracting Officer prior to the start of the test section.

3.2.5 Mixing, Placement, and Compaction

Mixing, placement, and compaction shall be accomplished using equipment meeting the requirements of paragraph EQUIPMENT. Compaction equipment speed shall be no greater than 1.5 miles per hour.

3.2.6 Procedure

3.2.6.1 Aggregate Rapid-Draining Base Course Tests

The test section shall be constructed with aggregate in a moist state so as to establish a correlation between number of roller passes and dry density achievable during field production. Density and moisture content tests shall be conducted at the surface and at intervals of 2 inches of depth down for the total layer thickness, in accordance with ASTM D 2922 and ASTM D 3017. Sieve analysis tests shall be conducted on composite samples, taken adjacent to the density test locations, which represent the total layer thickness. One set of tests (i.e. density, moisture, and sieve analysis) shall be taken before compaction and after each subsequent compaction pass at three separate locations as directed by the Contracting Officer. Compaction passes and density readings shall continue until the difference between the average dry densities of any two consecutive passes is less than or equal to 0.5 pcf.

3.2.7 Evaluation

The Contractor and the on-site Contracting Officer's Representative will evaluate the data from the test section. To do this for the aggregate rapid-draining base course material, the in-place density and percent passing the No. 4 and No. 16 sieve sizes shall be plotted against cumulative passes. With these results, the Contractor should try to maximize dry density while minimizing aggregate degradation. Generally, after between 3 and 6 passes, only slight increases in dry density (0.5 pcf) will be achieved. At this point the measured field density is at or near the optimum density obtainable for this material, for the given field conditions. The field dry density shall then be set at 98 percent of the optimum density obtained in the test section. For aggregate rapid-draining base course material, the data on the percent passing should be looked at closely to determine if degradation of the aggregate is occurring. If the percent passing the given sieve sizes is increasing, then the aggregate is being broken down by the compaction effort. If this is occurring, selection of a field control density will be more difficult. The field density selected will have to be balanced between aggregate degradation, dry density and stability of the rapid-draining base course surface. Stability of the layer surface should take precedence.

Within 10 days of completion of the test section, the Contractor shall submit to the Contracting Officer a Test Section Construction Report complete with all required test data and correlations. The Contractor and the Contracting Officer will evaluate the data and agree on the required number of passes of the roller, the dry density for field density control during construction, the depth at which to check the density, and the need for a final static pass of the roller, based on the evaluation criteria above.

3.3 PREPARATION OF UNDERLYING COURSE (SUBGRADE)

Prior to constructing the rapid-draining base course, the underlying course shall be cleaned of all foreign materials. During construction, the underlying course (subgrade) shall contain no frozen material. The underlying course (subgrade) shall conform to Section 02300 EARTHWORK FOR ROADWAYS, RAILROADS, AND AIRFIELDS and Section 02373 SEPARATION/FILTRATION GEOTEXTILE. Ruts or soft yielding spots in the underlying courses having inadequate compaction and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line, and grade, and recompacting to specified

density. The finished underlying course (subgrade) shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the rapid-draining base course is placed.

3.4 TRANSPORTING MATERIAL

3.4.1 Aggregate Rapid-draining base course Material

Aggregate rapid-draining base course material shall be transported to the site in a manner which prevents segregation and contamination of materials.

3.5 PLACING

3.5.1 General Requisites

Rapid-draining base course material shall be placed on the underlying course (subgrade) in lifts of uniform thickness using equipment meeting the requirements of paragraph EQUIPMENT. When a compacted layer 6 inches or less in thickness is required, the material shall be placed in a single lift. When a compacted layer in excess of 6 inches is required, the material shall be placed in lifts of equal thickness. No lift shall exceed 6 inches or be less than 3 inches when compacted. The lifts when compacted after placement shall be true to the grades or levels required with the least possible surface disturbance. Where the rapid-draining base course is placed in more than one lift, the previously constructed lift shall be cleaned of loose and foreign material. Such adjustments in placing procedures or equipment shall be made to obtain true grades and minimize segregation and degradation of the rapid-draining base course material.

3.5.4 Hand Spreading

In areas where machine spreading is impractical, rapid-draining base course material shall be spread by hand. The material shall be spread uniformly in a loose layer to prevent segregation. The material shall conform to the required grade and thickness after compaction.

3.6 COMPACTION REQUIREMENTS

Compaction shall be accomplished using rollers meeting the requirements of paragraph EQUIPMENT and operating at a rolling speed of no greater than 1.5 miles per hour. Each lift of drainage material, including shoulders when specified under the shoulders, shall be compacted with the number of passes of the roller as specified by the Contracting Officer. In addition, a minimum field dry density, as specified by the Contracting Officer, shall be maintained. If the required field dry density is not obtained, the number of roller passes shall be adjusted in accordance with paragraph DEFICIENCIES. Excessive rolling resulting in crushing of aggregate particles shall be avoided. In all places not accessible to the rollers, the rapid-draining base course material shall be compacted with mechanical hand operated tampers.

3.8 FINISHING

The top surface of the rapid-draining base course shall be finished after final compaction as determined from the test section. Adjustments in rolling and finishing procedures shall be

made to obtain grades and minimize segregation and degradation of the rapid-draining base course material.

3.9 EDGES OF RAPID-DRAINING BASE COURSE

Shoulder material shall be placed along the edges of the rapid-draining base course in a quantity that will compact to the thickness of the layer being constructed. When the rapid-draining base course is being constructed in 2 or more lifts, at least a 1 foot width of the shoulder shall be rolled and compacted simultaneously with the rolling and compacting of each lift of the rapid-draining base course.

3.10 SMOOTHNESS TEST

The surface of the top lift shall not deviate more than 3/8 inch when tested with a 12 foot straightedge applied parallel with and at right angles to the centerline of the area to be paved. Deviations exceeding 3/8 inch shall be corrected in accordance with paragraph DEFICIENCIES.

3.11 THICKNESS CONTROL

The completed thickness of the rapid-draining base course shall be within 1/2 inch of the thickness indicated. Thickness shall be measured at intervals providing at least one measurement for each 500 square yards of rapid-draining base course. Measurements shall be made in test holes at least 3 inches in diameter. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected in accordance with paragraph DEFICIENCIES. Where the measured thickness is 1/2 inch more than indicated, it will be considered as conforming to the requirements plus 1/2 inch, provided the surface of the rapid-draining base course is within 1/2 inch of established grade. The average job thickness shall be the average of all job measurements as specified above but within 1/4 inch of the thickness shown on the drawings.

3.12 DEFICIENCIES

3.12.1 Grade and Thickness

Deficiencies in grade and thickness shall be corrected so that both grade and thickness tolerances are met. Thin layers of material shall not be added to the top surface of the rapid-draining base course to meet grade or increase thickness. If the elevation of the top of the rapid-draining base course is more than 1/2 inch above the plan grade it shall be trimmed to grade and finished in accordance with paragraph FINISHING. If the elevation of the top surface of the rapid-draining base course is 1/2 inch or more below the required grade, the surface of the rapid-draining base course shall be scarified to a depth of at least 3 inches, new material shall be added, and the layer shall be blended and recompacted to bring it to grade. Where the measured thickness of the rapid-draining base course is more than 1/2 inch deficient, such areas shall be corrected by excavating to the required depth and replaced with new material to obtain a compacted lift thickness of at least 3 inches. The depth of required excavation shall be controlled to keep the final surface elevation within grade requirements and to preserve layer thicknesses of materials below the rapid-draining base course.

3.12.2 Density

Density shall be considered deficient if the field dry density test results are below the dry density specified by the Contracting Officer. If the densities are deficient, the layer shall be rolled with 2 additional passes of the specified roller. If the dry density is still deficient, work will be stopped until the cause of the low dry densities can be determined by the Contracting Officer.

3.12.3 Smoothness

Deficiencies in smoothness shall be corrected as if they are deficiencies in grade or thickness. All tolerances for grade and thickness shall be maintained while correcting smoothness deficiencies.

END OF SECTION

SECTION 02748

BITUMINOUS TACK COAT

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 20	(1970) Penetration Graded Asphalt Cement
AASHTO M 81	(1992) Cut-Back Asphalt (Rapid-Curing Type)
AASHTO M 82	(1975) Cut-Back Asphalt (Medium-Curing Type)
AASHTO M 226	(1980) Viscosity Graded Asphalt Cement
AASHTO T 40	(1978; R 1983) Sampling Bituminous Materials

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

ASTM D 140	(1993) Sampling Bituminous Materials
ASTM D 946	(1982; R 1993) Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 977	(1991) Emulsified Asphalt
ASTM D 1250	(1980; R 1990) Petroleum Measurement Tables
ASTM D 2026	(1972; R 1993) Cutback Asphalt (Slow-Curing Type)
ASTM D 2027	(1976; R 1992) Cutback Asphalt (Medium-Curing Type)
ASTM D 2028	(1976; R 1992) Cutback Asphalt (Rapid-Curing Type)
ASTM D 2397	(1994) Cationic Emulsified Asphalt
ASTM D 2995	(1993) Determining Application Rate of Bituminous Distributors

ASTM D 3381	(1992) Viscosity-Graded Asphalt Cement for Use in Pavement Construction

1.2 UNIT PRICES

Not used.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Reports

Tests; G.

Copies of all test results for bituminous materials, within 24 hours of completion of tests. Certified copies of the manufacturer's test reports indicating compliance with applicable specified requirements, not less than 30 days before the material is required in the work.

1.4 PLANT, EQUIPMENT, MACHINES AND TOOLS

1.4.1 General Requirements

Plant, equipment, machines and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times.

1.4.2 Bituminous Distributor

The distributor shall have pneumatic tires of such size and number to prevent rutting, shoving or otherwise damaging the base surface or other layers in the pavement structure. The distributor shall be designed and equipped to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates with an allowable variation from the specified rate of not more than plus or minus 5 percent, and at variable widths. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.4.3 Power Brooms and Power Blowers

Power brooms and power blowers shall be suitable for cleaning the surfaces to which the bituminous coat is to be applied.

1.5 WEATHER LIMITATIONS

Bituminous coat shall be applied only when the surface to receive the bituminous coat is dry. Bituminous coat shall be applied only when the atmospheric temperature in the shade is 50 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application.

PART 2 PRODUCTS

2.1 TACK COAT

Emulsified asphalt shall conform ASTM D 977 Grade SS-1 or SS-1h, or ASTM D 2397, Grade CSS-1 pr CSS-1h.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACE

Immediately before applying the bituminous coat, all loose material, dirt, clay, or other objectionable material shall be removed from the surface to be treated. The surface shall be dry and clean at the time of treatment.

3.2 APPLICATION RATE

3.2.1 Tack Coat

Bituminous material for the tack coat shall be applied in quantities of not less than 0.05 gallon nor more than 0.15 gallon per square yard of pavement surface.

3.3 APPLICATION TEMPERATURE

3.3.1 Viscosity Relationship

Asphalt application temperature shall provide an application viscosity between 10 and 60 seconds, Saybolt Furol, or between 20 and 120 centistokes, kinematic. The temperature viscosity relation shall be furnished to the Contracting Officer.

3.3.2 Temperature Ranges

	Emulsions
SS-1	70-160 degrees F
SS-1h	70-160 degrees F
CSS-1	70-160 degrees F
CSS-1h	70-160 degrees F

*These temperature ranges exceed the flash point of the material and care should be taken in their heating.

3.4 APPLICATION

Following preparation and subsequent inspection of the surface, the bituminous coat shall be applied at the specified rate with uniform distribution over the surface to be treated. All areas and spots missed by the distributor shall be properly treated with the hand spray. Until the succeeding layer of pavement is placed, the surface shall be maintained by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, clean dry sand shall be spread to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment shall be permitted within 25 feet of heating, distributing, and transferring operations of bituminous material other than bituminous emulsions.

3.5 CURING PERIOD

Following application of the bituminous material and prior to application of the succeeding layer of pavement, the bituminous coat shall be allowed to cure and to obtain evaporation of any volatiles or moisture.

3.6 FIELD QUALITY CONTROL

Samples of the bituminous material used shall be obtained by the CONTRACTOR as directed, under the supervision of the Contracting Officer. The sample may be retained and tested by the Government at no cost to the CONTRACTOR.

3.7 SAMPLING AND TESTING

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the CONTRACTOR. No work requiring testing will be permitted until the facilities have been inspected and approved.

3.7.1 Sampling

The samples of bituminous material, unless otherwise specified, shall be in accordance with ASTM D 140 or AASHTO T 40. Sources from which bituminous materials are to be obtained shall be selected and notification furnished the Contracting Officer within 15 days after the award of the contract.

3.7.2 Calibration Test

The CONTRACTOR shall furnish all equipment, materials, and labor necessary to calibrate the bituminous distributor. Calibration shall be made with the approved job material and prior to applying the bituminous coat material to the prepared surface. Calibration of the bituminous distributor shall be in accordance with ASTM D 2995.

3.7.3 Trial Applications

Before providing the complete bituminous coat, three lengths of at least 30 meters 100 feet for the full width of the distributor bar shall be applied to evaluate the amount of bituminous material that can be satisfactorily applied.

3.7.3.1 Tack Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous tack coat materials shall be applied in the amount of 0.05 gallons per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

3.7.4 Sampling and Testing During Construction

Quality control sampling and testing shall be performed as required in paragraph FIELD QUALITY CONTROL.

END OF SECTION

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SECTION 02749

HOT-MIX ASPHALT (HMA) FOR AIRFIELDS

PART 1 – GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO MP 1	(1998) Provisional Specification for Performance Graded Asphalt Binder
AASHTO TP53	(2000) Determining Asphalt Content of Hot Mix Asphalt by the Ignition Method **

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 1252	(1998) Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 566	(1997) Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM D 140	(2000) Sampling Bituminous Materials

ASTM D 1461	(1985; R 1994) Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	(1989) Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus \N(Deleted; continued use without replacement.)
ASTM D 2041	(1995) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	(1995) Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 242	(1995) Mineral Filler for Bituminous Paving Mixtures
ASTM D 2489	(2000) Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	(2000) Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture
ASTM D 2950	(1997) Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3203	(1994; R 2000) Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3381	(1992; R 1999) Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3665	(1999) Random Sampling of Construction Materials
ASTM D 3666	(2000) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	(1994el) Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867/D 4867M	(1996) Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	(1998) Mechanical Size Analysis of Extracted Aggregate

ASTM D 6307	(1998) Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D 946	(1982; R 1999) Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 995	(1995b) Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

ASPHALT INSTITUTE (AI)

AI MS-2	(1997) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CDT)

CDT Test 526	(1978) Operation of California Profilograph and Evaluation of Profiles

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 171	(1995) Test Method for Determining Percentage of Crushed Particles in Aggregate

1.2 DESCRIPTION OF WORK

The work shall consist of pavement courses composed of mineral aggregate and asphalt material heated and mixed in a central mixing plant and placed on a prepared course. HMA designed and constructed in accordance with this section shall conform to the lines, grades, thicknesses, and typical cross sections shown on the drawings. Each course shall be constructed to the depth, section, or elevation required by the drawings and shall be rolled, finished, and approved before the placement of the next course.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Mix Design; G, RE

Proposed JMF.

Contractor Quality Control; G, RE

Quality control plan.

SD-04 Samples

Asphalt Cement Binder

20 L (5 gallon) sample for mix design verification.

Aggregates

Sufficient materials to produce 90 kg (200 lb) of blended mixture for mix design verification.

SD-06 Test Reports

Aggregates; G, RE
QC Monitoring

Aggregate and QC test results.

SD-07 Certificates

Asphalt Cement Binder; G, RE

Copies of certified test data.

Testing Laboratory; G, RE

Certification of compliance.

1.4 ASPHALT MIXING PLANT

Plants used for the preparation of hot-mix asphalt shall conform to the requirements of ASTM D 995 with the following changes:

a. Truck Scales. The asphalt mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed at least annually by an approved calibration laboratory.

b. Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Government's Engineer's acceptance testing and the Contractor's quality control testing.

c. Inspection of Plant. The Contracting Officer shall have access at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; checking the temperatures maintained in the preparation of the mixtures and for taking samples. The Contractor shall provide assistance as requested, for the Government Engineer to procure any desired samples.

d. Storage Bins. The asphalt mixture may be stored in non-insulated storage bins for a period of time not exceeding 3 hours. The asphalt mixture may be stored in insulated storage

bins for a period of time not exceeding 8 hours. The mix drawn from bins shall meet the same requirements as mix loaded directly into trucks.

1.5 HAULING EQUIPMENT

Trucks used for hauling hot-mix asphalt shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Petroleum based products shall not be used as a release agent. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers (tarps) shall be securely fastened.

1.6 ASPHALT PAVERS

Asphalt pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of hot-mix asphalt which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

1.6.1 Receiving Hopper

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

1.6.2 Automatic Grade Controls

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. A transverse slope controller shall not be used to control grade. The controls shall be capable of working in conjunction with any of the following attachments:

a. Ski-type device of not less than 30 feet in length.

b. Taut stringline set to grade.

c. Short ski or shoe for joint matching.

d. Laser control.

1.9 ROLLERS

Rollers shall be in good condition and shall be operated at slow speeds to avoid displacement of the asphalt mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. Equipment which causes excessive crushing of the aggregate shall not be used.

1.10 WEATHER LIMITATIONS

The hot-mix asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 1. The temperature requirements may be waived by the Contracting Officer, if requested; however, all other requirements, including compaction, shall be met.

Table 1. Surface Temperature Limitations of Underlying Course

Mat Thickness, inches	Degrees F
3 or greater	40
Less than 3	45

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The portion of material retained on the No. 4 sieve is coarse aggregate. The portion of material passing the No. 4 sieve and retained on the No. 200 sieve is fine aggregate. The portion passing the No. 200 sieve is defined as mineral filler. All aggregate test results and samples shall be submitted to the Contracting Officer at least 14 days prior to start of construction.

2.1.1 Coarse Aggregate

Coarse aggregate shall consist of sound, tough, durable particles, free from films of material that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. The coarse aggregate particles shall meet the following requirements:

a. The percentage of loss shall not be greater than 40 percent after 500 revolutions when tested in accordance with ASTM C 131.

b. The percentage of loss shall not be greater than 18 percent after five cycles when tested in accordance with ASTM C 88 using magnesium sulfate.

c. At least 75 percent by weight of coarse aggregate shall have at least two or more fractured faces when tested in accordance with COE CRD-C 171. Fractured faces shall be produced by crushing.

d. The particle shape shall be essentially cubical and the aggregate shall not contain more than 20 percent, by weight, of flat and elongated particles (3:1 ratio of maximum to minimum) when tested in accordance with ASTM D 4791.

e. Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 75 lb/cu ft when tested in accordance with ASTM C 29/C 29M.

2.1.2 Fine Aggregate

Fine aggregate shall consist of clean, sound, tough, durable particles. The aggregate particles shall be free from coatings of clay, silt, or any objectionable material and shall contain no clay balls. The fine aggregate particles shall meet the following requirements:

a. The quantity of natural sand (noncrushed material) added to the aggregate blend shall not exceed 15 percent by weight of total aggregate.

b. The individual fine aggregate sources shall have a sand equivalent value greater than 45 when tested in accordance with ASTM D 2419.

c. The fine aggregate portion of the blended aggregate shall have an uncompacted void content greater than 45.0 percent when tested in accordance with ASTM C 1252 Method A.

2.1.3 Mineral Filler

Mineral filler shall be nonplastic material meeting the requirements of ASTM D 242.

2.1.4 Aggregate Gradation

The combined aggregate gradation shall conform to gradations specified in Table 2, when tested in accordance with ASTM C 136 and ASTM C 117, and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but grade uniformly from coarse to fine.

Table 2. Aggregate Gradations

Sieve Size, inch	Percent Passing by Mass
1	100
3/4	76-96
1/2	68-88
3/8	60-82
No. 4	45-67
No. 8	32-54
No. 16	22-44
No. 30	15-35
No. 50	9-25
No. 100	6-18
No. 200	3-6

2.2 ASPHALT CEMENT BINDER

Asphalt cement binder shall conform to AASHTO MP 1 Performance Grade (PG) or ASTM D 946 Penetration Grade. The grade for either asphalt binder shall be as recommended by the Montana State Department of Transportation for the area. Test data indicating grade certification shall be provided by the supplier at the time of delivery of each load to the mix plant. Copies of these certifications shall be submitted to the Contracting Officer. The supplier is defined as the last source of any modification to the binder. The Contracting Officer may sample and test the binder at the mix plant at any time before or during mix production. Samples for this verification testing shall be obtained by the Contractor in accordance with ASTM D 140 and in the presence of the Contracting Officer. These samples shall be furnished to the Contracting Officer for the verification testing, which shall be at no cost to the Contractor. Samples of the asphalt cement specified shall be submitted for approval not less than 14 days before start of the test section.

2.3 MIX DESIGN

The Contractor shall develop the mix design. The asphalt mix shall be composed of a mixture of well-graded aggregate, mineral filler if required, and asphalt material. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF). No hot-mix asphalt for payment shall be produced until a JMF has been approved. The hot-mix asphalt shall be designed using procedures contained in AI MS-2 and the criteria shown in Table 3. If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867/D 4867M is less than 75, the aggregates shall be rejected or the asphalt mixture treated with an approved anti-stripping agent. The amount of anti-stripping agent added shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it shall be provided by the Contractor at no additional cost. Sufficient materials to produce 90 kg (200 pound) of blended mixture shall be provided to the Contracting Officer for verification of mix design at least 14 days prior to construction of test section.

2.3.1 JMF Requirements

The job mix formula shall be submitted in writing by the Contractor for approval at least 14 days prior to the start of the test section and shall include as a minimum:

a. Percent passing each sieve size.

b. Percent of asphalt cement.

c. Percent of each aggregate and mineral filler to be used.

d. Asphalt viscosity grade, penetration grade, or performance grade.

e. Number of blows of hammer per side of molded specimen.

f. Laboratory mixing temperature.

g. Lab compaction temperature.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the 0.45 power gradation chart, stating the nominal maximum size.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content as shown in AI MS-2.

k. Specific gravity and absorption of each aggregate.

l. Percent natural sand.

m. Percent particles with two or more fractured faces (in coarse aggregate).

n. Fine aggregate angularity.

o. Percent flat or elongated particles (in coarse aggregate).

p. Tensile Strength Ratio.

q. Antistrip agent (if required) and amount.

r. List of all modifiers and amount.

s. Percentage and properties (asphalt content, binder properties, and aggregate properties) of RAP in accordance with paragraph RECYCLED HOT-MIX ASPHALT, if RAP is used.

Table 3. Marshall Design Criteria

Test Property	75 Blow Mix
Stability, pounds minimum	*2150
Flow, 0.01 inch	8-16
Air voids, percent	3-5
Percent Voids in mineral aggregate (minimum)	See Table 4
TSR, minimum percent	75

* This is a minimum requirement. The average during construction shall be significantly higher than this number to ensure compliance with the specifications.

Table 4. Minimum Percent Voids in Mineral Aggregate (VMA)**

Minimum VMA, percent
13.0

** Calculate VMA in accordance with AI MS-2, based on ASTM D 2726 bulk specific gravity for the aggregate.

2.3.2 Adjustments to JMF

The JMF for each mixture shall be in effect until a new formula is approved in writing by the Contracting Officer. Should a change in sources of any materials be made, a new mix design shall be performed and a new JMF approved before the new material is used. The Contractor will be allowed to adjust the JMF within the limits specified below to optimize mix volumetric properties. Adjustments to the JMF shall be limited to plus or minus 3 percent on the 1/2 inch, No. 4, and No. 8 sieves; plus or minus 1.0 percent on the No. 200 sieve; and plus or minus 0.40 percent binder content. If adjustments are needed that exceed these limits, a new mix design shall be developed. Tolerances given above may permit the aggregate grading to be outside the limits shown in Table 2; this is acceptable.

PART 3 EXECUTION

3.1 PREPARATION OF ASPHALT BINDER MATERIAL

The asphalt cement material shall be heated avoiding local overheating and providing a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of unmodified asphalts shall be no more than 325 degrees F when added to the aggregates. Modified asphalts shall be no more than 350 degrees F when added to the aggregates.

3.2 PREPARATION OF MINERAL AGGREGATE

The aggregate for the mixture shall be heated and dried prior to mixing. No damage shall occur to the aggregates due to the maximum temperature and rate of heating used. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt cement is added. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

3.3 PREPARATION OF HOT-MIX ASPHALT MIXTURE

The aggregates and the asphalt cement shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but no less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to at least achieve 95 percent of coated particles. The moisture content of all hot-mix asphalt upon discharge from the plant shall not exceed 0.5 percent by total weight of mixture as measured by ASTM D 1461.

3.4 PREPARATION OF THE UNDERLYING SURFACE

Immediately before placing the hot mix asphalt, the underlying course shall be cleaned of dust and debris. A prime coat and/or tack coat shall be applied in accordance with the contract specifications.

3.5 TEST SECTION

Prior to full production, the Contractor shall place a test section for each JMF used. The contractor shall construct a test section 75 - 150 m (250 - 500 feet) long and two paver passes wide placed in two lanes, with a longitudinal cold joint. The test section shall be of the same depth as the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same equipment to be used on the remainder of the course represented by the test section. The test section shall be placed as part of the project pavement as approved by the Contracting Officer.

3.5.1 Sampling and Testing for Test Section

One random sample shall be taken at the plant, triplicate specimens compacted, and tested for stability, flow, and laboratory air voids. A portion of the same sample shall be tested for theoretical maximum density (TMD), aggregate gradation and asphalt content. Four randomly selected cores shall be taken from the finished pavement mat, and four from the longitudinal joint, and tested for density. Random sampling shall be in accordance with procedures contained in ASTM D 3665. The test results shall be within the tolerances shown in Table 5 for work to continue. If all test results meet the specified requirements, the test

section shall remain as part of the project pavement. If test results exceed the tolerances shown, the test section shall be removed and replaced at no cost to the Government and another test section shall be constructed.

Table 5. Test Section Requirements for Material and Mixture Properties

Property	Specification Limit
Aggregate Gradation-Percent Passing (Individual Test Result)	
No. 4 and larger	JMF plus or minus 8
No. 8, No. 16, No. 30, and No. 50	JMF plus or minus 6
No. 100 and No. 200	JMF plus or minus 2.0
Asphalt Content, Percent (Individual Test Result)	JMF plus or minus 0.5
Laboratory Air Voids, Percent (Average of 3 specimens)	JMF plus or minus 1.0
VMA, Percent (Average of 3 specimens)	13 minimum
Stability, pounds (Average of 3 specimens)	2150 minimum
Flow, 0.01 inches (Average of 3 specimens)	8 - 16
Mat Density, Percent of TMD (Average of 4 Random Cores)	93.0 - 96.5
Joint Density, Percent of TMD (Average of 4 Random Cores)	91.5 - 96.5

3.5.2 Additional Test Sections

If the initial test section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Full production shall not begin until an acceptable section has been constructed and accepted.

3.6 TESTING LABORATORY

The laboratory used to develop the JMF and for Government acceptance testing shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements or clearly listing all deficiencies shall be submitted to the Contracting Officer prior to the start of construction. The certification shall contain as a minimum:

a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.

b. A listing of equipment to be used in developing the job mix.

c. A copy of the laboratory's quality control system.

d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

3.7 TRANSPORTING AND PLACING

3.7.1 Transporting

The hot-mix asphalt shall be transported from the mixing plant to the site in clean, tight vehicles. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided for night placements. Hauling over freshly placed material will not be permitted until the material has been compacted as specified, and allowed to cool to 140 degrees F. To deliver mix to the paver, the Contractor shall use a material transfer vehicle which shall be operated to produce continuous forward motion of the paver.

3.7.2 Placing

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements. Upon arrival, the mixture shall be placed to the full width by an asphalt paver; it shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On isolated areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

3.8 COMPACTION OF MIXTURE

After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible without causing displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor, with the exception that the Contractor shall not apply more than three passes with a vibratory roller in the vibrating mode. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once. Sufficient rollers shall be furnished to

handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened but excessive water will not be permitted. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or is in any way defective shall be removed full depth, replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching will not be allowed.

3.9 JOINTS

The formation of joints shall be made ensuring a continuous bond between the courses and to obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

3.9.1 Transverse Joints

The roller shall not pass over the unprotected end of the freshly laid mixture, except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. The cutback material shall be removed from the project. In both methods, all contact surfaces shall be given a light tack coat of asphalt material before placing any fresh mixture against the joint.

3.9.2 Longitudinal Joints

Longitudinal joints which are irregular, damaged, uncompacted, cold (less than 175 degrees F at the time of placing the adjacent lane), or otherwise defective, shall be cut back a minimum of 2 inches from the edge with a cutting wheel to expose a clean, sound vertical surface for the full depth of the course. All cutback material shall be removed from the project. All contact surfaces shall be given a light tack coat of asphalt material prior to placing any fresh mixture against the joint. The Contractor will be allowed to use an alternate method if it can be demonstrated that density, smoothness, and texture can be met.

3.10 CONTRACTOR QUALITY CONTROL

3.10.1 General Quality Control Requirements

The Contractor shall develop an approved Quality Control Plan. Hot-mix asphalt for payment shall not be produced until the quality control plan has been approved. The plan shall address all elements which affect the quality of the pavement including, but not limited to:

a. Mix Design

b. Aggregate Grading

c. Quality of Materials

d. Stockpile Management

e. Proportioning

f. Mixing and Transportation

g. Mixture Volumetrics

h. Moisture Content of Mixtures

i. Placing and Finishing

j. Joints

k. Compaction

l. Surface Smoothness

3.10.2 Testing Laboratory

The Contractor shall provide a fully equipped asphalt laboratory located at the plant or job site; or hire the services of an approved independent commercial testing laboratory. The effective working area of the laboratory shall be a minimum of 150 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 75 degrees F plus or minus 5 degrees F. Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Contracting Officer shall be permitted unrestricted access to inspect the Contractor's laboratory facility, to witness quality control activities, and to perform any check testing desired. The Contracting Officer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to adversely affect test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are corrected.

3.10.3 Quality Control Testing

The Contractor shall perform all quality control tests applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but shall not be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, moisture in the asphalt mixture, laboratory air voids, stability, flow, in-place density, grade and smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

3.10.3.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot (a lot is defined in paragraph MATERIAL ACCEPTANCE) by one of the following methods: extraction method in accordance with ASTM D 2172, Method A or B, the ignition method in accordance with the AASHTO TP53, ASTM D 6307, or the nuclear method in accordance with ASTM D 4125,

provided the nuclear gauge is calibrated for the specific mix being used. For the extraction method, the weight of ash, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

3.10.3.2 Gradation

Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of recovered aggregate in accordance with ASTM D 5444. When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix plants. For batch plants, aggregates shall be tested in accordance with ASTM C 136 using actual batch weights to determine the combined aggregate gradation of the mixture.

3.10.3.3 Temperatures

Temperatures shall be checked at least four times per lot, at necessary locations, to determine the temperature at the dryer, the asphalt cement in the storage tank, the asphalt mixture at the plant, and the asphalt mixture at the job site.

3.10.3.4 Aggregate Moisture

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

3.10.3.5 Moisture Content of Mixture

The moisture content of the mixture shall be determined at least once per lot in accordance with ASTM D 1461 or an approved alternate procedure.

3.10.3.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 75 blows per side with the Marshall hammer as described in ASTM D 1559. After compaction, the laboratory air voids of each specimen shall be determined, as well as the Marshall stability and flow.

3.10.3.7 In-Place Density

The Contractor shall conduct any necessary testing to ensure the specified density is achieved. A nuclear gauge may be used to monitor pavement density in accordance with ASTM D 2950.

3.10.3.8 Grade and Smoothness

The Contractor shall conduct the necessary checks to ensure the grade and smoothness requirements are met in accordance with paragraph MATERIAL ACCEPTANCE.

3.10.3.9 Additional Testing

Any additional testing, which the Contractor deems necessary to control the process, may be performed at the Contractor's option.

3.10.3.10 QC Monitoring

The Contractor shall submit all QC test results to the Contracting Officer on a daily basis as the tests are performed. The Contracting Officer reserves the right to monitor any of the Contractor's quality control testing and to perform duplicate testing as a check to the Contractor's quality control testing.

3.10.4 Sampling

When directed by the Contracting Officer, the Contractor shall sample and test any material which appears inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

3.11 MATERIAL ACCEPTANCE

The Government's quality assurance (QA) program for this project, specified below, will be separate and distinct from the Contractor's quality control (QC) program specified above. Testing for acceptability of work will be performed by an independent laboratory hired by the Contractor, except for grade and smoothness testing, which shall be performed by the Contractor. Acceptance of the plant produced mix and in-place requirements will be on a lot to lot basis. A standard lot for all requirements will be equal to one day’s production. Acceptance of individual lots of hot-mix asphalt will be made based on in-place density, laboratory air voids, grade and smoothness in accordance with the following paragraphs. Grade and surface smoothness determinations will be made on the lot as a whole. Exceptions or adjustments to this will be made in situations where the mix within one lot is placed as part of both the intermediate and surface courses, thus grade and smoothness measurements for the entire lot cannot be made. In order to evaluate laboratory air voids and in-place (field) density, each lot will be divided into four equal sublots.

3.11.1 Pavement Lot Acceptance

When a lot of material fails to meet the specification requirements as outlined in the following paragraphs, that lot shall be removed and replaced, or corrected and approved, at no additional cost to the Government.

3.11.2 Sublot Sampling

One random mixture sample for determining laboratory air voids, theoretical maximum density, and for any additional testing the Contracting Officer desires, will be taken from a loaded truck delivering mixture to each sublot, or other appropriate location for each sublot. All samples will be selected randomly, using commonly recognized methods of assuring randomness conforming to ASTM D 3665 and employing tables of random numbers or computer programs. Laboratory air voids will be determined from three laboratory compacted specimens of each sublot sample in accordance with ASTM D 1559. The specimens will be

compacted within 2 hours of the time the mixture was loaded into trucks at the asphalt plant. Samples will not be reheated prior to compaction and insulated containers will be used as necessary to maintain the temperature.

3.11.3 Additional Sampling and Testing

The Contracting Officer reserves the right to direct additional samples and tests for any area which appears to deviate from the specification requirements. The cost of any additional testing will be paid for by the Government. Testing in these areas will be in addition to the lot testing, and the requirements for these areas will be the same as those for a lot.

3.11.4 Laboratory Air Voids and Theoretical Maximum Density

Laboratory air voids will be calculated in accordance with ASTM D 3203 by determining the Marshall density of each lab compacted specimen using the laboratory-prepared, thoroughly dry method in ASTM D 2726 and determining the theoretical maximum density (TMD) of every other sublot sample using ASTM D 2041. Laboratory air void calculations for each sublot will use the latest theoretical maximum density values obtained, either for that sublot or the previous sublot. The mean absolute deviation of the four laboratory air void contents (one from each sublot) from the JMF air void content will be evaluated as follows, and acceptance determined from Table 7. All laboratory air void tests will be completed and reported within 24 hours after completion of construction of each lot. The TMD is also used for computation of compaction, as required in paragraph: Mat and Joint Densities.

3.11.5 Mean Absolute Deviation

An example of the computation of mean absolute deviation for laboratory air voids is as follows: Assume that the laboratory air voids are determined from 4 random samples of a lot (where 3 specimens were compacted from each sample). The average laboratory air voids for each sublot sample are determined to be 3.5, 3.0, 4.0, and 3.7. Assume that the target air voids from the JMF is 4.0. The mean absolute deviation is then:

Mean Absolute Deviation = (|3.5 - 4.0| + |3.0 - 4.0| + |4.0 - 4.0| + |3.7 - 4.0|)/4

= (0.5 + 1.0 + 0.0 + 0.3)/4 = (1.8)/4 = 0.45

The mean absolute deviation for laboratory air voids is determined to be 0.45. It can be seen from Table 7 that the lot is accepted based on laboratory air voids.

Table 7. Acceptance Based on Laboratory Air Voids

Mean Absolute Deviation of Lab Air Voids from JMF	Pay Factor, %
O.60 or less	100
0.61, and above	Reject

3.11.6 In-place Density

3.11.6.1 General Density Requirements

For determining in-place density, one random core 4 inches or 6 inches in diameter) will be taken by the Contractor from the mat (interior of the lane) of each sublot, and one random core will be taken from the joint (immediately over joint) of each sublot. Each random core will be full thickness of the layer being placed. When the random core is less than 1 inch thick, it will not be included in the analysis. In this case, another random core will be taken. After air drying in accordance with ASTM D 2726 for laboratory-prepared, thoroughly dry specimens, cores obtained from the mat and from the joints will be used for in-place density determination.

3.11.6.2 Mat and Joint Densities

The average in-place mat and joint densities are expressed as a percentage of the average TMD for the lot. The average TMD for each lot will be determined as the average TMD of the two random samples per lot. The average in-place mat density and joint density for a lot are determined and compared with Table 8, as described below. The area associated with the joint is then determined and will be considered to be 10 feet wide times the length of completed longitudinal construction joint in the lot. This area will not exceed the total lot size. The length of joint to be considered will be that length where a new lane has been placed against an adjacent lane of hot-mix asphalt pavement, either an adjacent freshly paved lane or one paved at any time previously. The area associated with the joint is expressed as a percentage of the total lot area. Acceptance for both mat density and joint density are determined from Table 8.

Table 8. In-place Density Acceptance

Average Mat Density (4 Cores)	Pay Factor, %	Average Joint Density (4 Cores)
93.9 - 96.0	Accept	Above 92.4
below 93.9, above 96.0	Reject	below 92.4

3.11.7 Grade

Within 5 working days after completion of a particular lot incorporating the final wearing course, the Contractor shall test the final wearing surface of the pavement for conformance with specified plan grade requirements. All testing shall be performed in the presence of the Contracting Officer. The final wearing surface of pavement shall conform to the elevations and cross sections shown and shall vary not more than 0.05 foot for taxiways from the plan grade established and approved at site of work. Finished surfaces at juncture with other pavements shall coincide with finished surfaces of abutting pavements. Deviation from the plan elevation will not be permitted in areas of pavements where closer conformance with planned elevation is required for the proper functioning of drainage and other appurtenant structures involved. The grade will be determined by running lines of levels at intervals of 25 feet, or less, longitudinally and transversely, to determine the elevation of the completed pavement surface. Detailed notes of the results of the testing shall be kept and a copy

furnished to the Government immediately after each day's testing. When more than 5 percent of all measurements made within a lot are outside the 0.05 foot tolerance, or where the grade exceeds the tolerance by more than 50 percent, the Contractor shall remove the surface lift full depth; the Contractor shall then replace the lift with hot-mix asphalt to meet specification requirements, at no additional cost to the Government. Diamond grinding may be used to remove high spots to meet grade requirements. Skin patching for correcting low areas or planing or milling for correcting high areas will not be permitted.

3.11.8 Surface Smoothness

The Contractor shall use the following method to test and evaluate surface smoothness of the pavement. All testing shall be performed in the presence of the Contracting Officer. Detailed notes of the results of the testing shall be kept and a copy furnished to the Government immediately after each day's testing. Where drawings show required deviations from a plane surface (crowns, drainage inlets, etc.), the surface shall be finished to meet the approval of the Contracting Officer.

3.11.8.1 Smoothness Requirements

a. Straightedge Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 9 when checked with an approved 12 foot straightedge.

Table 9. Straightedge Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Tolerance, inches
Taxiways	Longitudinal	1/8
	Transverse	1/4

3.11.8.2 Testing Method

After the final rolling, but not later than 24 hours after placement, the surface of the pavement in each entire lot shall be tested by the Contractor in such a manner as to reveal all surface irregularities exceeding the tolerances specified above. Separate testing of individual sublots is not required. If any pavement areas are ground, these areas shall be retested immediately after grinding. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines. The transverse lines shall be 15 feet or less apart, as directed. The longitudinal lines shall be at the centerline of each paving lane for lines less than 20 feet and at the third points for lanes 20 feet or greater. Other areas having obvious deviations shall also be tested. Longitudinal testing lines shall be continuous across all joints.

a. Straightedge Testing. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points.

3.11.8.3 Acceptance for Smoothness

a. Straightedge Testing. Location and deviation from straightedge for all measurements shall be recorded. When over 5.0 percent of all measurements made within a lot exceed the tolerance specified in paragraph Smoothness Requirements above, after any reduction of high spots or removal and replacement, the lot shall be removed and replaced at no additional cost to the Government. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 50 percent, shall be corrected by diamond grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the Government.

b. Bumps. Any bumps 0.4 inch in height shall be reduced by diamond grinding until they do not exceed 0.3 inch when retested. Such grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. The following will not be permitted: (1) skin patching for correcting low areas, (2) planing or milling for correcting high areas.

END OF SECTION

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SECTION 02763

PAVEMENT MARKINGS

PART 1 GENERAL

This section includes all work **except** for within the Highway 10 Right of Way as shown on the construction plans.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 247	(1981) Glass Beads Used in Traffic Paint

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 792	(1991) Density and Specific Gravity (Relative Density) of Plastics by Displacement
ASTM D 4505	(1996) Preformed Plastic Pavement Marking Tape for Extended Service Life
ASTM E 28	(1997) Softening Point of Resins by Ring and Ball Apparatus

FEDERAL SPECIFICATIONS (FS)

FS TT-B-1325	(Rev C; Notice 1) Beads (Glass Spheres) Retro-Reflective
FS TT-P-1952	(Rev D) Paint, Traffic and Airfield Marking, Waterborne

1.2 UNIT PRICES

Not used.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment Lists; G.

Lists of proposed equipment, including descriptive data, and notifications of proposed CONTRACTOR actions as specified in this section. List of removal equipment shall include descriptive data indicating area of coverage per pass, pressure adjustment range, tank and flow capacities, and safety precautions required for the equipment operation.

SD-06 Instructions

Mixing, Thinning and Application; G.

Manufacturer's current printed product description and Material Safety Data Sheets (MSDS) for each type paint/color proposed for use.

SD-08 Statements

Qualifications; G.

Document certifying that personnel are qualified for equipment operation and handling of chemicals.

SD-09 Reports

Material Tests; G.

Certified copies of the test reports, prior to the use of the materials at the jobsite. Testing shall be performed in an approved independent laboratory.

SD-13 Certificates

Volatile Organic Compound (VOC) Content; G.

Certificate stating that the proposed pavement marking paint meets the VOC regulations of the local Air Pollution Control District having jurisdiction over the geographical area in which the project is located.

1.4 DELIVERY AND STORAGE

All materials shall be delivered and stored in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, and directions, all of which shall be plainly legible at time of use.

1.5 EQUIPMENT

All machines, tools and equipment used in the performance of the work shall be approved and maintained in satisfactory operating condition. Equipment operating on roads and runways shall display low speed traffic markings and traffic warning lights.

1.5.1 Paint Application Equipment

The equipment to apply paint to pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall have a speed during application not less than 5 mph, and shall be capable of applying the stripe widths indicated, at the paint coverage rate specified in paragraph APPLICATION, and of even uniform thickness with clear-cut edges. Equipment used for marking streets and highways shall be capable of placing the prescribed number of lines at a single pass as solid lines, intermittent lines or a combination of solid and intermittent lines using a maximum of two different colors of paint as specified. The paint applicator shall have paint reservoirs or tanks of sufficient capacity and suitable gauges to apply paint in accordance with requirements specified. Tanks shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gauges in full view and reach of the operator. Paint strainers shall be installed in paint supply lines to ensure freedom from residue and foreign matter that may cause malfunction of the spray guns. The paint applicator shall be readily adaptable for attachment of an air-actuated dispenser for the reflective media approved for use. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

1.5.2.1 Thermoplastic Material

Thermoplastic material shall be applied to the primed pavement surface by spray techniques or by the extrusion method, wherein one side of the shaping die is the pavement and the other three sides are contained by, or are part of, suitable equipment for heating and controlling the flow of material. By either method, the markings shall be applied with equipment that is capable of providing continuous uniformity in the dimensions of the stripe.

1.5.2.2 Application Equipment

a. Application equipment shall provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the extrusion shoe or spray gun shall prevent accumulation and clogging. All parts of the equipment which come into contact with the material shall be easily accessible and exposable for cleaning and maintenance. All mixing and conveying parts up to and including the extrusion shoes and spray guns shall maintain the material at the required temperature with heat-transfer oil or electrical-element-controlled heat.

b. The application equipment shall be constructed to ensure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off stripe ends squarely and shall provide a method of applying "skiplines". The equipment shall be capable of applying varying widths of traffic markings.

c. The applicator shall be equipped with a drop-on type bead dispenser capable of uniformly dispensing reflective glass spheres at controlled rates of flow. The bead dispenser shall be automatically operated and shall begin flow prior to the flow of composition to assure that the strip is fully reflectorized.

1.5.2.3 Mobile and Maneuverable

Application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The equipment used for the placement of thermoplastic pavement markings shall be of two general types: mobile applicator and portable applicator.

a. Mobile Application Equipment: The mobile applicator shall be defined as a truck-mounted, self-contained pavement marking machine that is capable of hot applying thermoplastic by either the extrusion or spray method. The unit shall be equipped to apply the thermoplastic marking material at temperatures exceeding 375 degrees F, at widths varying from 3 to 12 inches and in thicknesses varying from 0.020 to 0.190 inch and shall have an automatic drop-on bead system. The mobile unit shall be capable of operating continuously and of installing a minimum 20,000 lineal feet of longitudinal markings in an 8-hour day.

(1) The mobile unit shall be equipped with a melting kettle which holds a minimum of 6000 pounds of molten thermoplastic material. The kettle shall be capable of heating the thermoplastic composition to temperatures of 375 to 425 degrees F. A thermostatically controlled heat transfer liquid shall be used. Heating of the composition by direct flame will not be allowed. Oil and material temperature gauges shall be visible at both ends of the kettle. The mobile unit shall be equipped with a minimum of two extrusion shoes located one on each side of the truck, and shall be capable of marking simultaneous edgeline and centerline stripes. Each extrusion shoe shall be a closed, oil-jacketed unit; shall hold the molten thermoplastic at a temperature of 375 to 425 degrees F; and shall be capable of extruding a line of 3 to 8 inches in width; and at a thickness of not less than 0.125 inch nor more than 0.190 inch, and of generally uniform cross section.

(2) The mobile unit shall be equipped with an electronic programmable line pattern control system. The control system shall be capable of applying skip or solid lines in any sequence, through any and all of the extrusion shoes, or the spray guns, and in programmable cycle lengths. In addition, the mobile unit shall be equipped with an automatic counting mechanism capable of recording the number of lineal feet of thermoplastic markings applied to the pavement surface with an accuracy of 0.5 percent.

b. Portable Application Equipment: The portable applicator shall be defined as hand-operated equipment, specifically designed for placing special markings such as crosswalks, stopbars, legends, arrows, and short lengths of lane, edge and centerlines. The portable applicator shall be capable of applying thermoplastic pavement markings by the extrusion method. The portable applicator shall be loaded with hot thermoplastic composition from the melting kettles on the mobile applicator. The portable applicator shall be equipped with all the necessary components, including a materials storage reservoir, bead dispenser, extrusion shoe, and heating accessories, so as to be capable of holding the molten thermoplastic at a temperature of 375 to 425 degrees F, of extruding a line of 3 to 12 inches in width, and in thicknesses of not less than 0.125 inch nor more than 0.190 inch and of generally uniform cross section.

1.5.3 Reflective Media Dispenser

The dispenser for applying the reflective media shall be attached to the paint dispenser and shall operate automatically and simultaneously with the applicator through the same control mechanism. The dispenser shall be capable of adjustment and designed to provide uniform flow of reflective media over the full length and width of the stripe at the rate of coverage specified in paragraph APPLICATION, at all operating speeds of the applicator to which it is attached.

1.5.4 Preformed Tape Application Equipment

Mechanical application equipment shall be used for the placement of preformed marking tape. Mechanical application equipment shall be defined as a mobile pavement marking machine specifically designed for use in applying precoated, pressure-sensitive pavement marking tape of varying widths, up to 12 inches. The applicator shall be equipped with rollers, or other suitable compactive device, to provide initial adhesion of the preformed, pressure-sensitive marking tape with the pavement surface. Additional hand-operated rollers shall be used as required to properly seat the thermoplastic tape.

1.5.5 Surface Preparation Equipment

1.5.5.1 Sandblasting Equipment

Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less 150 cfm of air at a pressure of not less than 90 psi at each nozzle used, and shall be equipped with traps that will maintain the compressed air free of oil and water.

1.5.5.2 Waterblast Equipment

The water pressure shall be specified at 2600 psi 140 degrees F in order to adequately clean the surfaces to be marked.

1.5.6 Marking Removal Equipment

Equipment shall be mounted on rubber tires and shall be capable of removing markings from the pavement without damaging the pavement surface or joint sealant. Waterblasting equipment shall be capable of producing an adjustable, pressurized stream of water. Sandblasting equipment shall include an air compressor, hoses, and nozzles. The compressor shall be equipped with traps to maintain the air free of oil and water.

1.5.6.1 Shotblasting Equipment

Shotblasting equipment shall be capable of producing an adjustable depth of removal of marking and pavement. Each unit shall be self-cleaning and self-contained, shall be able to confine dust and debris from the operation, and shall be capable of recycling the abrasive for reuse.

1.5.6.2 Chemical Equipment

Chemical equipment shall be capable of application and removal of chemicals from the pavement surface, and shall leave only non-toxic biodegradeable residue.

1.5.7 Traffic Controls

Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines or freshly placed raised markers to control traffic and prevent damage to newly painted surfaces or displacement of raised pavement markers. Painting equipment shall be marked with large warning signs indicating slow-moving painting equipment in operation.

1.6 HAND-OPERATED, PUSH-TYPE MACHINES

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces may be acceptable for marking small streets and parking areas if approved in advance by the Contracting Officer. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.

1.7 MAINTENANCE OF TRAFFIC

When traffic must be rerouted or controlled to accomplish the work, the necessary warning signs, flagpersons, and related equipment for the safe passage of vehicles shall be provided.

1.8 WEATHER LIMITATIONS FOR REMOVAL

Pavement surface shall be free of snow, ice, or slush. Surface temperature shall be at least 40 degrees F and rising at the beginning of operations, except those involving shot or sand blasting. Operation shall cease during thunderstorms. Operation shall cease during rainfall, except for waterblasting and removal of previously applied chemicals. Waterblasting shall cease where surface water accumulation alters the effectiveness of material removal.

PART 2 PRODUCTS

2.1 PAINT

The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of 6 months. Paints for airfields, roads, and streets shall conform to FS TT-P-1952, color as selected. Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.

2.2 THERMOPLASTIC COMPOUNDS

The thermoplastic reflectorized pavement marking compound shall be extruded or sprayed in a molten state onto a primed pavement surface. Following a surface application of glass beads and upon cooling to normal pavement temperatures, the marking shall be an adherent reflectorized strip of the specified thickness and width that is capable of resisting deformation by traffic.

2.2.1 Composition Requirements

The binder component shall be formulated as a hydrocarbon resin. The pigment, beads and filler shall be uniformly dispersed in the binder resin. The thermoplastic composition shall be free from all skins, dirt, and foreign objects and shall comply with the following requirements:

	Percent by Weight	
Component	White	Yellow
Binder	17 min.	17 min.
Titanium dioxide	10 min.	-
Glass beads,	20 min.	20 min.
Calcium carbonate & inert fillers	49 max.	*
Yellow pigments	-	*

*Amount and type of yellow pigment, calcium carbonate and inert fillers shall be at the option of the manufacturer, providing the other composition requirements of this specification are met.

2.2.2 Physical Properties

2.2.2.1 Color

The color shall be as indicated.

2.2.2.2 Drying Time

When installed at 70 degrees F and in thicknesses between 1/8 and 3/16 inch, the composition shall be completely solid and shall show no damaging effect from traffic after curing 15 minutes.

2.2.2.3 Softening Point

The composition shall have a softening point of not less than 194 degrees F when tested in accordance with ASTM E 28.

2.2.2.4 Specific Gravity

The specific gravity of the composition shall be between 1.9 and 2.2 as determined in accordance with ASTM D 792.

2.2.3 Asphalt Concrete Primer

The primer for asphalt concrete pavements shall be a thermosetting adhesive with a solids content of pigment reinforced synthetic rubber and synthetic plastic resin dissolved and/or dispersed in a volatile organic solvent. The solids content shall not be less than 10 percent by weight at 70 degrees F and 60 percent relative humidity. A wet film thickness of 0.005 inch plus or minus 0.001 inch, shall dry to a tack-free condition in less than 5 minutes.

2.2.4 Portland Cement Concrete Primer

The primer for Portland cement concrete pavements shall be an epoxy resin primer. The primer shall be of the type recommended by the manufacturer of the thermoplastic composition. Epoxy primers recommended by the manufacturer shall be approved by the Contracting Officer prior to use. Requests for approval shall be accompanied with technical data, instructions for use, and a 1 quart sample of the primer material.

2.3 PREFORMED TAPE

The preformed tape shall be an adherent reflectorized strip in accordance with ASTM D 4505 Type I or IV, Class optional.

2.4 REFLECTIVE MEDIA

Reflective media for roads and parking shall conform to FS TT-B-1325, Type I, Gradation A or AASHTO M 247, Type I.

2.5 SAMPLING AND TESTING

Materials proposed for use shall be stored on the project site in sealed and labeled containers, or segregated at source of supply, sufficiently in advance of needs to allow 60 days for testing. Upon notification by the CONTRACTOR that the material is at the site or source of supply, a sample shall be taken by random selection from sealed containers by the CONTRACTOR in the presence of a representative of the Contracting Officer. Samples shall be clearly identified by designated name, specification number, batch number, manufacturer's formulation number, project contract number, intended use, and quantity involved. Testing shall be performed in an approved independent laboratory by the CONTRACTOR. If materials are approved based on reports furnished by the CONTRACTOR, samples will be retained by the Government for possible future testing should the material appear defective during or after application.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surfaces to be marked shall be thoroughly cleaned before application of the pavement marking material. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Areas of old pavement affected with oil or grease shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint. Pavement surfaces shall be allowed to dry, when water is used for cleaning, prior to striping or marking. Surfaces shall be recleaned, when work has been stopped due to rain.

3.1.1 Pretreatment for Early Painting

Where early painting is required on rigid pavements, a pretreatment with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride shall be applied to prepared pavement areas prior to painting.

3.1.2 Cleaning Existing Pavement Markings

In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings, which are in good condition but interfere or conflict with the newly applied marking patterns, shall be removed. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. New preformed and thermoplastic pavement markings shall not be applied over existing preformed or thermoplastic markings. Whenever grinding, scraping, sandblasting or other operations are performed the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. When these operations are completed the pavement surface shall be blown off with compressed air to remove residue and debris resulting from the cleaning work.

3.1.3 Cleaning Concrete Curing Compounds

On new Portland cement concrete pavements, cleaning operations shall not begin until a minimum of 30 days after the placement of concrete. All new concrete pavements shall be cleaned by either sandblasting or water blasting. When water blasting is performed, thermoplastic and preformed markings shall be applied no sooner than 24 hours after the blasting has been completed. The extent of the blasting work shall be to clean and prepare the concrete surface as follows:

a. There is no visible evidence of curing compound on the peaks of the textured concrete surface.

b. There are no heavy puddled deposits of curing compound in the valleys of the textured concrete surface.

c. All remaining curing compound is intact; all loose and flaking material is removed.

d. The peaks of the textured pavement surface are rounded in profile and free of sharp edges and irregularities.

e. The surface to be marked is dry.

3.2 APPLICATION

All pavement markings and patterns shall be placed as shown on the plans.

3.2.1 Paint

Paint shall be applied to clean, dry surfaces, and only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. New asphalt pavement surfaces and new Portland concrete cement shall be allowed to cure for a period of not less than 30 days before applications of paint. Paint shall be applied pneumatically with approved equipment at rate of coverage specified . The CONTRACTOR shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. Edges of markings shall be sharply outlined.

3.2.1.1 Rate of Application

a. Reflective Markings: Pigmented binder shall be applied evenly to the pavement area to be coated at a rate of 105 plus or minus 5 square feet per gallon. Glass spheres shall be applied uniformly to the wet on road and street pavement at a rate of 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.

b. Nonreflective Markings: Paint shall be applied evenly to the pavement surface to be coated at a rate 105 plus or minus 5 square feet per gallon.

3.2.1.2 Drying

The maximum drying time requirements of the paint specifications will be strictly enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a delay in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

3.2.2 Thermoplastic Compounds

Thermoplastic pavement markings shall be placed upon dry pavement; surface dry only will not be considered an acceptable condition. At the time of installation, the pavement surface temperature shall be a minimum 40 degrees F and rising. Thermoplastics, as placed, shall be free from dirt or tint.

3.2.2.1 Longitudinal Markings

All centerline, skipline, edgeline, and other longitudinal type markings shall be applied with a mobile applicator. All special markings, crosswalks, stop bars, legends, arrows, and similar patterns shall be placed with a portable applicator, using the extrusion method.

3.2.2.2 Primer

After surface preparation has been completed the asphalt and/or concrete pavement surface shall be primed. The primer shall be applied with spray equipment. Primer materials shall be allowed to "set-up" prior to applying the thermoplastic composition. The asphalt concrete primer shall be allowed to dry to a tack-free condition, usually occurring in less than 10 minutes. The Portland cement concrete primer shall be allowed to dry in accordance with the thermoplastic manufacturer's recommendations. To shorten the curing time of the epoxy resins an infrared heating device may be used on the concrete primer.

a. Asphalt Concrete Primer: Primer shall be applied to all asphalt concrete pavements at a wet film thickness of 0.005 inch, plus or minus 0.001 inch (265-400 square feet per gallon).

b. Portland Cement Concrete Primer: Primer shall be applied to all concrete pavements (including concrete bridge decks) at a wet film thickness of between 0.04 to 0.05 inch (320-400 square feet per gallon).

3.2.2.3 Markings

After the primer has "set-up", the thermoplastic shall be applied at temperatures no lower than 375 degrees F nor higher than 425 degrees F at the point of deposition. Immediately after installation of the marking, drop-on glass spheres shall be mechanically applied so that the spheres are held by and imbedded in the surface of the molten material.

a. Extruded Markings: All extruded thermoplastic markings shall be applied at the specified width and at a thickness of not less than 0.125 inch nor more than 0.190 inch.

b. Sprayed Markings: All sprayed thermoplastic markings shall be applied at the specified width and the thicknesses designated in the contract plans. If the plans do not specify a thickness, centerline markings shall be applied at a wet thickness of 0.090 inch, plus or minus 0.005 inch, and edgeline markings at a wet thickness of 0.060 inch, plus or minus 0.005 inch.

c. Reflective Glass Spheres: Immediately following application, reflective glass spheres shall be dropped onto the molten thermoplastic marking at the rate of 1 pound per 20 square feet of compound.

3.2.3 Preformed Tape

The pavement surface temperature shall be a minimum of 60 degrees F and the ambient temperature shall be a minimum of 60 degrees F and rising. The preformed markings shall be placed in accordance with the manufacturer's written instructions.

3.2.4 Reflective Media

Application of reflective media shall immediately follow application of pigmented binder. Drop-on application of glass spheres shall be accomplished to insure that reflective media is evenly distributed at the specified rate of coverage. Should there be malfunction of either paint applicator or reflective media dispenser, operations shall be discontinued immediately until deficiency is corrected.

3.3 MARKING REMOVAL

Pavement marking, including plastic tape, shall be removed in the areas shown on the drawings. Removal of marking shall be as complete as possible without damage to the surface. Aggregate shall not be exposed by the removal process. After the markings are removed, the cleaned pavement surfaces shall exhibit adequate texture for remarking as specified in paragraph SURFACE PREPARATION. CONTRACTOR shall demonstrate removal of pavement marking in an area designated by the Contracting Officer. The demonstration area will become the standard for the remainder of the work.

3.3.1 Equipment Operation

Equipment shall be controlled and operated to remove markings from the pavement surface, prevent dilution or removal of binder from underlying pavement, and prevent emission of blue smoke from asphalt or tar surfaces.

3.3.2 Cleanup and Waste Disposal

The worksite shall be kept clean of debris and waste from the removal operations. Cleanup shall immediately follow removal operations in areas subject to air traffic. Debris shall be disposed of at approved sites.

END OF SECTION

SECTION 02770

CONCRETE SIDEWALKS, CURBS, GUTTERS AND MINOR STRUCTURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 182	(1991) Burlap Cloth Made from Jute or Kenaf

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	(1997) Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 616/A 616M	(1996a) Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A 617M	(1996a) Axle-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM C 31/C 31M	(1996) Making and Curing Concrete Test Specimens in the Field
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 171	(1997) Sheet Materials for Curing Concrete
ASTM C 172	(1997) Sampling Freshly Mixed Concrete
ASTM C 173	(1996) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 309	(1997) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 920	(1995) Elastomeric Joint Sealants

ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 3405	(1996) Joint Sealants, Hot-Applied, for Concrete and Asphalt Pavements

1.2 MEASUREMENT FOR PAYMENT

Not used.

1.3 BASIS FOR PAYMENT

Not used.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Reports

Field Quality Control; G.

Copies of all test reports within 24 hours of completion of the test.

SD-14 Samples

Exposed Aggregate; G.

Sample of exposed aggregate CONTRACTOR intends to use.

SD-18 Records

Concrete; G.

Copies of certified delivery tickets for all concrete used in the construction.

1.5 WEATHER LIMITATIONS

1.5.1 Placing During Cold Weather

Concrete placement shall not take place when the air temperature 40 degrees F and is falling, or is already below that point. Placement may begin when the air temperature reaches 35 degrees F and is rising, or is already above 40 degrees F. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the temperature of the air, aggregates, or water is below 35 degrees F, placement and protection shall be approved in writing. Approval will be contingent upon full conformance with the following provisions. The underlying material shall be prepared and protected so that it is entirely free of frost when the concrete is deposited. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 85 degrees F. Methods and equipment for heating shall be approved. The aggregates shall be free of ice, snow, and frozen lumps before entering the mixer. Covering and other means shall be provided for maintaining the concrete at a temperature of at 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period.

1.5.2 Placing During Warm Weather

The temperature of the concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. The placing temperature shall not exceed 95 degrees F at any time.

1.6 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.6.1 General Requirements

Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall have the capability of producing the required product, meeting grade controls, thickness control and smoothness requirements as specified. Use of the equipment shall be discontinued if it produces unsatisfactory results. The Contracting Officer shall have access at all times to the plant and equipment to ensure proper operation and compliance with specifications.

1.6.2 Slip Form Equipment

Slip form paver or curb forming machine, will be approved based on trial use on the job and shall be self-propelled, automatically controlled, crawler mounted, and capable of spreading, consolidating, and shaping the plastic concrete to the desired cross section in 1 pass.

PART 2 PRODUCTS

2.1 CONCRETE

Concrete shall have a minimum compressive strength of 3500 psi at 28 days. Concrete mix design shall be a 6 sack minimum cement content per cubic yard. Maximum size of aggregate shall be 1-1/2 inches. Exposed aggregate concrete shall meet the same

compressive strength requirements however aggregate shall have rounded edges with a maximum size of 1 inch.

2.1.1 Air Content

Mixtures shall have air content by volume of concrete of 5 to 7 percent, based on measurements made immediately after discharge from the mixer.

2.1.2 Slump

The concrete slump shall be 3 inches plus or minus 1 inch where determined in accordance with ASTM C 143.

2.1.3 Reinforcement Steel

Reinforcement bars shall conform to ASTM A 615/A 615M, ASTM A 616/A 616M, or ASTM A 617/A 617M. Wire mesh reinforcement shall conform to ASTM A 185.

2.1.4 Water-Reducing or Retarding Admixtures

Water-reducing or retarding admixtures used with the exposed aggregate shall meet the requirements of ASTM C 494, Type A, B, or D, except that the 6-month and 1-year compressive strength tests are waived.

2.2 CONCRETE CURING MATERIALS

2.2.1 Impervious Sheet Materials

Impervious sheet materials shall conform to ASTM C 171, type optional, except that polyethylene film, if used, shall be white opaque.

2.2.2 Burlap

Burlap shall conform to AASHTO M 182.

2.2.3 White Pigmented Membrane-Forming Curing Compound

White pigmented membrane-forming curing compound shall conform to ASTM C 309, Type 2.

2.3 CONCRETE PROTECTION MATERIALS

Concrete protection materials shall be a linseed oil mixture of equal parts, by volume, of linseed oil and either mineral spirits, naphtha, or turpentine. At the option of the CONTRACTOR, commercially prepared linseed oil mixtures, formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used, except that emulsified mixtures are not acceptable.

2.4 JOINT FILLER STRIPS

2.4.1 Contraction Joint Filler for Curb and Gutter

Contraction joint filler for curb and gutter shall consist of hard-pressed fiberboard.

2.4.2 Expansion Joint Filler, Premolded

Expansion joint filler, premolded, shall conform to ASTM D 1751 or ASTM D 1752, 3/8 inch thick, unless otherwise indicated.

2.5 JOINT SEALANTS

Joint sealing shall be as specified in Section 07900.

2.5.1 Joint Sealant, Cold-Applied

Joint sealant, cold-applied shall conform to ASTM C 920.

2.5.2 Joint Sealant, Hot-Poured

Joint sealant, hot-poured shall conform to ASTM D 3405.

2.6 FORM WORK

Form work shall be designed and constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines, and elevations, and within the tolerances specified. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during depositing and consolidating concrete. Wood forms shall be surfaced plank, 2 inches nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet. Radius bends may be formed with 3/4 inch boards, laminated to the required thickness. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Ends of steel forms shall be interlocking and self-aligning. Steel forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Steel forms shall have a nominal length of 10 feet with a minimum of 3 welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips designed for use with steel forms.

2.6.1 Sidewalk Forms

Sidewalk forms shall be of a height equal to the full depth of the finished sidewalk.

2.6.2 Curb and Gutter Forms

Curb and gutter outside forms shall have a height equal to the full depth of the curb or gutter. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form. Rigid forms shall be provided for curb returns, except that benders or thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid

form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together. In lieu of inside forms for curbs, a curb "mule" may be used for forming and finishing this surface, provided the results are approved.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

The subgrade shall be constructed to the specified grade and cross section prior to concrete placement. Subgrade shall be placed and compacted in conformance with Section 02300.

3.1.1 Sidewalk Subgrade

The subgrade shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.

3.1.2 Curb and Gutter Subgrade

The subgrade shall be tested for grade and cross section by means of a template extending the full width of the curb and gutter. The subgrade shall be of materials equal in bearing quality to the subgrade under the adjacent pavement.

3.1.3 Maintenance of Subgrade

The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until the concrete is placed. The subgrade shall be in a moist condition when concrete is placed. The subgrade shall be prepared and protected to produce a subgrade free from frost when the concrete is deposited.

3.2 FORM SETTING

Forms shall be set to the indicated alignment, grade and dimensions. Forms shall be held rigidly in place by a minimum of 3 stakes per form placed at intervals not to exceed 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms. Forms shall be removed without injuring the concrete. Bars or heavy tools shall not be used against the concrete in removing the forms. Any concrete found defective after form removal shall be promptly and satisfactorily repaired. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is placed, except that with probable freezing temperatures, oiling is mandatory.

3.2.1 Sidewalks and Other Structures

Forms for sidewalks shall be set with the upper edge true to line and grade with an allowable tolerance of 1/8 inch in any 10 foot long section. After forms are set, grade and alignment shall be checked with a 10 foot straightedge. Forms shall have a transverse slope of 1/4 inch per foot with the low side adjacent to the roadway. Side forms shall not be removed for 12 hours after finishing has been completed.

3.2.2 Curbs and Gutters

The forms of the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished, as specified for concrete finishing. Gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction.

3.3 SIDEWALK CONCRETE PLACEMENT AND FINISHING

3.3.1 Formed Sidewalks

Concrete shall be placed in the forms in one layer. When consolidated and finished, the sidewalks shall be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.3.2 Concrete Finishing

After straightedging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. Water may not be sprinkled over the concrete surface to assist in finishing. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

When constructing exposed aggregate sidewalks and other surfaces, attention and care shall be made to provide an exposed aggregate surface that is uniform throughout the project.

3.3.3 Edge and Joint Finishing

All slab edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before brooming, and the brooming shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.3.4 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.4 CURB AND GUTTER CONCRETE PLACEMENT AND FINISHING

3.4.1 Formed Curb and Gutter

Concrete shall be placed to the section required in a single lift. Consolidation shall be achieved by using approved mechanical vibrators. Curve shaped gutters shall be finished with a standard curb "mule".

3.4.2 Curb and Gutter Finishing

Approved slipformed curb and gutter machines may be used in lieu of hand placement.

3.4.3 Concrete Finishing

Exposed surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.

3.4.4 Joint Finishing

Curb edges at formed joints shall be finished as indicated.

3.4.5 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 1/4 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/4 inch.

3.5 OTHER CONCRETE PLACEMENT AND FINISHING

3.5.1 Forms

Concrete shall be placed in forms, layers not exceeding 3 feet. When consolidated and finished, the concrete shall be of the width and thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted. The concrete shall be consolidated with an approved vibrator, and the surface shall be finished to grade with a strike off.

3.5.2 Concrete Finishing

After straightedging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.

Special provisions will be made by the CONTRACTOR when surfaces are to be exposed aggregate. The exposed aggregate surface shall match other exposed aggregate surfaces on the project.

3.5.3 Edge and Joint Finishing

All edges, including those at formed joints, shall be finished with an edger having a radius of 1/8 inch. Transverse joint shall be edged before finishing, and the finishing shall eliminate the flat surface left by the surface face of the edger. Corners and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.

3.5.4 Surface and Thickness Tolerances

Finished surfaces shall not vary more than 5/16 inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to 1/8 inch.

3.6 SIDEWALK JOINTS

Sidewalk joints shall be constructed to divide the surface into rectangular areas. Transverse contraction joints shall be spaced at a distance equal to the sidewalk width or 5 feet on centers, whichever is less, and shall be continuous across the slab. Longitudinal contraction joints shall be constructed along the centerline of all sidewalks 10 feet or more in width. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Where the sidewalk is not in contact with the curb, transverse expansion joints shall be installed as indicated. Expansion joints shall be formed about structures and features which project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated.

3.6.1 Sidewalk Contraction Joints

The contraction joints shall be formed in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove, or by sawing a groove in the hardened concrete with a power-driven saw, unless otherwise approved. Sawed joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the depth indicated. An ample supply of saw blades shall be available on the job before concrete placement is started, and at least one standby sawing unit in good working order shall be available at the jobsite at all times during the sawing operations.

3.6.2 Sidewalk Expansion Joints

Expansion joints shall be formed with 1/2 inch joint filler strips. Joint filler shall be placed with top edge 1/4 inch below the surface and shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, joint edges shall be rounded with an edging tool having a radius of 1/8 inch, and concrete over the joint filler shall be removed. At the end of the curing period, expansion joints shall be cleaned and filled with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 10 degrees C 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.6.3 Reinforcement Steel Placement

Reinforcement steel shall be accurately and securely fastened in place with suitable supports and ties before the concrete is placed.

3.7 CURB AND GUTTER JOINTS

Curb and gutter joints shall be constructed at right angles to the line of curb and gutter.

3.7.1 Contraction Joints

Contraction joints shall be constructed directly opposite contraction joints in abutting portland cement concrete pavements and spaced so that monolithic sections between curb returns will not be less than 5 feet nor greater than 15 feet in length. Contraction joints shall be constructed by means of 1/8 inch thick separators and of a section conforming to the cross section of the curb and gutter. Separators shall be removed as soon as practicable after concrete has set sufficiently to preserve the width and shape of the joint and prior to finishing.

3.7.2 Expansion Joints

Expansion joints shall be formed by means of preformed expansion joint filler material cut and shaped to the cross section of curb and gutter. Expansion joints shall be provided in curb and gutter directly opposite expansion joints of abutting portland cement concrete pavement, and shall be of the same type and thickness as joints in the pavement. Where curb and gutter do not abut portland cement concrete pavement, expansion joints at least 1/2 inch in width shall be provided at intervals not exceeding 10 feet. Expansion joints shall be provided in nonreinforced concrete gutter at locations indicated. Expansion joints shall be sealed immediately following curing of the concrete or as soon thereafter as weather conditions permit. Expansion joints and the top 1 inch depth of curb and gutter contraction-joints shall be sealed with joint sealant. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing material shall not be spilled on exposed surfaces of the concrete. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50 degrees F at the time of application of joint sealing material. Excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.

3.8 CURING AND PROTECTION

3.8.1 General Requirements

Concrete shall be protected against loss of moisture and rapid temperature changes for at least 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready for use before actual concrete placement begins. Protection shall be provided as necessary to prevent cracking of the pavement due to temperature changes during the curing period.

3.8.1.1 Mat Method

The entire exposed surface shall be covered with 2 or more layers of burlap. Mats shall overlap each other at least 6 inches. The mat shall be thoroughly wetted with water prior to placing on concrete surface and shall be kept continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

3.8.1.2 Impervious Sheeting Method

The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used. The curing medium shall not be less than 18-inches wider than the concrete surface to be cured, and shall be securely weighted down by heavy wood planks, or a bank of moist earth placed along edges and laps in the sheets. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

3.8.1.3 Membrane Curing Method

A uniform coating of white-pigmented membrane-curing compound shall be applied to the entire exposed surface of the concrete as soon after finishing as the free water has disappeared from the finished surface. Formed surfaces shall be coated immediately after the forms are removed and in no case longer than 1 hour after the removal of forms. Concrete shall not be allowed to dry before the application of the membrane. If any drying has occurred, the surface of the concrete shall be moistened with a fine spray of water and the curing compound applied as soon as the free water disappears. Curing compound shall be applied in two coats by hand-operated pressure sprayers at a coverage of approximately 200 square feet per gallon for the total of both coats. The second coat shall be applied in a direction approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. If pinholes, abrasion, or other discontinuities exist, an additional coat shall be applied to the affected areas within 30 minutes. Concrete surfaces that are subjected to heavy rainfall within 3 hours after the curing compound has been applied shall be resprayed by the method and at the coverage specified above. Areas where the curing compound is damaged by subsequent construction operations within the curing period shall be resprayed. Necessary precautions shall be taken to insure that the concrete is properly cured at sawed joints, and that no curing compound enters the joints. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed before the concrete in the region of the joint is resprayed with curing compound. The method used for sealing the joint groove shall prevent loss of moisture from the joint during the entire specified curing period. Approved standby facilities for curing concrete pavement shall be provided at a location accessible to the jobsite for use in the event of mechanical failure of the spraying equipment or other conditions that might prevent correct application of the membrane-curing compound at the proper time. Concrete surfaces to which membrane-curing compounds have been applied shall be adequately protected during the entire curing period from pedestrian and vehicular traffic, except as required for joint-sawing operations and surface tests, and from any other possible damage to the continuity of the membrane.

3.8.2 Backfilling

After curing, debris shall be removed and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.

3.8.3 Protection

Completed concrete shall be protected from damage until accepted. The CONTRACTOR shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Removed damaged portions shall be disposed of as directed.

3.8.4 Protective Coating

Protective coating of linseed oil mixture shall be applied to the exposed-to-view concrete surface.

3.8.4.1 Application

Curing and backfilling operation shall be completed prior to applying two coats of protective coating. Concrete shall be surface dry and clean before each application. Coverage shall be by spray application at not more than 50 square yards per gallon for first application and not more than 70 square yards per gallon for second application, except that the number of applications and coverage for each application for commercially prepared mixture shall be in accordance with the manufacturer's instructions. Coated surfaces shall be protected from vehicular and pedestrian traffic until dry.

3.8.4.2 Precautions

Protective coating shall not be heated by direct application of flame or electrical heaters and shall be protected from exposure to open flame, sparks, and fire adjacent to open containers or applicators. Material shall not be applied at ambient or material temperatures lower than 10 degrees C. 50 degrees F.

3.9 FIELD QUALITY CONTROL

3.9.1 General Requirements

The CONTRACTOR shall perform field quality control in accordance with the Portland Cement Concrete requirements listed in Section 01451 – CONTRACTOR QUALITY CONTROL.

3.10 SURFACE DEFICIENCIES AND CORRECTIONS

3.10.1 Thickness Deficiency

When measurements indicate that the completed concrete section is deficient in thickness by more than 1/4 inch the deficient section will be removed, between regularly scheduled joints, and replaced.

3.10.2 High Areas

In areas not meeting surface smoothness and plan grade requirements, high areas shall be reduced either by rubbing the freshly finished concrete with carborundum brick and water when the concrete is less than 36 hours old or by grinding the hardened concrete with an approved surface grinding machine after the concrete is 36 hours old or more. The area corrected by grinding the surface of the hardened concrete shall not exceed 5 percent of the area of any integral slab, and the depth of grinding shall not exceed 1/4 inch. Pavement areas requiring grade or surface smoothness corrections in excess of the limits specified above shall be removed and replaced.

3.10.3 Appearance

Exposed surfaces of the finished work will be inspected by the Government and any deficiencies in appearance will be identified. Areas which exhibit excessive cracking, discoloration, form marks, or tool marks or which are otherwise inconsistent with the overall appearances of the work shall be removed and replaced.

END OF SECTION

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SECTION 02785

SEAL COAT

PART 1 GENERAL

417.01 WORK:

This work shall consist of the application of pavement sealing material(s) to pavement surfaces LOCATED ON FOREST SERVICE PROPERTY.

PART 2 PRODUCTS

417.02 REQUIREMENTS:

417.02.01 Seal Material:

The primary component of seal materials shall be slow setting asphalt emulsion that conforms to either AASHTO M140 or M208. The Contractor shall submit a manufacturer's certificate of compliance with each shipment of asphalt emulsion. Asphalt emulsions shall be mixed with additives that prevent bleeding. The Contractor may dilute seal materials with water to improve penetration into the pavement surface or improve the consistency.

417.02.02 Additive Materials:

Materials such as clays, slates, fibers, carbon black and polymers may be added to emulsified asphalt provided the manufacturer's product literature is reviewed and approved by the Engineer prior to application. If the seal material is blended with sand, the sand shall be clean, hard, durable, uncoated particles, free from clay lumps and organic matter, with 100 percent passing the No. 16 mesh and a maximum of 5 percent passing the No. 200 mesh. The sand must have a gradation that helps control segregation and promotes suspension during product application. No more than 3 pounds of sand shall be added to each gallon of applied material.

417.02.03 Top Dressing and Blotter Sand:

Washed concrete sand meeting AASHTO M6 gradation requirements.

417.03 SAMPLING AND TESTING:

When directed by the Engineer, the Contractor shall sample materials that are used in the work. The Engineer will be given the opportunity to witness sampling.

PART 3 EXECUTION

417.04 WEATHER LIMITATIONS:

Seals shall not be applied when the weather is foggy or when rain threatens, nor when the atmospheric or pavement temperature is below 50°F, unless otherwise directed by the Engineer.

417.05 EQUIPMENT

The distribution equipment for all materials shall be capable of placing a uniform consistency of the material, and be capable of applying a uniform application over variable widths of surface. The required application rate may be obtained by making multiple applications. The equipment used for storing and application of liquid and slurry products shall include accurate volume measuring devices and calibrated tank. The Engineer may require transport or application equipment to be weighed when full and when empty if volume measuring equipment is inadequate.

417.06 PREPARATION OF SURFACE:

Prior to placing the seal coat, the surface of the pavement shall be clean and free from dust, dirt, or other loose foreign matter, grease, oil or any type of objectionable surface film. Accumulations of oil or grease may be removed by pressure washing, grinding, or burning and scraping.

The surface will be approved by the Engineer prior to applying the seal.

417.07 SEAL APPLICATION:

Application may be by hand-held spray equipment, asphalt distributor, squeegee or slurry seal spreader box. Seal material application shall be spread in two directions, 180 degrees from each other. The Engineer may require an additional application on small areas of pavement that have more surface voids, where voids have prevented adequate coverage or where uneven application exists.

The minimum ‘residue’ application rate of 1.0 pound per square yard shall be obtained over the entire surface to be treated. Residue will consist of the asphalt cement portion of the emulsified asphalt and non-evaporative additive materials (such as clays, slates, fibers, polymers and sand) that are suspended in the emulsion when applied. Application rates may be adjusted up or down by 0.15 pounds residue per square yard by the Engineer to compensate for pavement surface absorption and roughness.

The volume of emulsion used shall be readily determined by the Contractor prior to, during and after application. Final payment will be based on meeting the specified application rate of residue. The Contractor will determine the weight of residue per gallon by drying field samples from the project to constant weight.

417.08 TOP DRESSING:

When top dressing is required by the Engineer, it shall be applied at 10 pounds per square yard. The application shall be completed within 24 hours of the emulsified asphalt application. The Engineer may require redistribution of top dressing during the first 3 days of the seal curing period.

417.09 MAINTENANCE AND OPENING TO TRAFFIC:

Traffic control and the prevention of asphalt pickup under traffic is the Contractor's responsibility. When directed by the Engineer, blotter sand shall be applied to the sealed pavement to prevent asphalt pickup by vehicles. The Engineer may require removal of loose blotter sand by brooming after the maintenance period. After the treatment has been open to traffic for 10 days, the Contractor shall repair any areas that are damaged by traffic, or areas that are peeling or cracking.

END OF SECTION

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SECTION 02811

UNDERGROUND SPRINKLER SYSTEMS

1.1 GENERAL

The CONTRACTOR shall provide the irrigation design for a complete and operable underground irrigation system in the areas indicated on the drawings. Connections to existing domestic water system shall be as indicated. CONTRACTOR shall be responsible for verifying available pressure and gallonage at the source. The CONTRACTOR shall also provide adequate irrigation pressure loss calculations in order ensure pressure throughout the new system is consistent with manufacturer's recommendations.

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 the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1785	(1996a) Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D 2464	(1996a) Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D 2466	(1996a) Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D 2564	(1996a) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2855	(1996) Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B40.1 (1991) Gauges - Pressure Indicating Dial Type - Elastic Element

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C509	(1994) Resilient-Seated Gate Valves for Water Supply Service

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-80	(1997) Bronze Gate, Globe, Angle and Check Valves

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 2	(1993) Industrial Control and Systems, Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC
NEMA ICS 6	(1993) Industrial Control and Systems, Enclosures

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1996; Errata 96-4) National Electrical Code

1.3 PERFORMANCE REQUIREMENTS

1.3.1 PVC Pipe

Pipe shall conform to the requirements of ASTM D 1785, PVC 1120 Schedule 40, 80; or ASTM D 2241, PVC 1120 SDR 21, Class 200. Pipe sizes 1/2", 3/4", 1", 1-1/4", 1-1/2", and 2" shall be class 200. Pipe sleeves shall be Schedule 80. All fittings shall be Schedule 40.

1.3.2 PVC Fittings

Solvent welded socket type fittings shall conform to requirements of ASTM D 2466, Schedule 40. Threaded type fittings shall conform to requirements of ASTM D 2464, Schedule 80.

1.3.3 Solvent Cement

Solvent cement shall conform to the requirements of ASTM D 2564.

1.3.4 Dielectric Fittings

Dielectric fittings shall conform to ASTM F 441, Schedule 80, CPVC threaded pipe nipples, 4 inch minimum length.

1.4 SPRINKLER AND EMITTER HEADS

1.4.1 Rotary Pop-Up Sprinklers

Sprinklers shall be capable of covering 21-30 feet diameter at 35 psi with a distribution rate of 1.0-5.0 gpm, 4 inch pop-up, and a trajectory of 15-25 degrees (low angle for windy conditions). Construction shall be commercial-grade, high impact molded plastic with filter screen, reducible watering radius, and choice of 5 nozzles and shall have adjustable radius capabilities. Sprinklers shall be Rainbird T-Bird rotary spray head or approved equal.

1.4.2 Emitter Hose and Distribution Tubing

Emitter hose and distribution tubing shall conform to ASTM D 2287, maximum inside diameter of 1/2 inch, minimum wall thickness of 90 mils, vinyl plastic extruded from non-rigid chloride, integrally algae-resistant, homogeneous throughout, smooth inside and outside, free

from foreign materials, cracks, serrations, blisters and other effects. Slip fittings shall be provided.

1.4.3 Emitter Heads

Emitter heads shall be self-cleaning, pressure compensating diaphragm with one or six self-piercing barbed outlets; each capable of emitting from 1/4 to 2 gallons per hour flow. Emitter body shall be ultraviolet stabilized, algae, and heat resistant plastic construction.

1.5 VALVES

1.5.1 Gate Valves, Less than 3 Inches

Gate valves shall conform to the requirements of MSS SP-80, Type 1, Class 150, threaded ends. Gate valve shall be Rain Bird 1" gate valve, brass or approved equal.

1.5.2 Quick Coupling Valves

Quick coupling valves shall have brass parts and shall be two-piece unit consisting of a coupler water seal valve assembly and a removable upper body to allow spring and key track to be serviced without shutdown of main. Lids shall be lockable vinyl with spring for positive closure on key removal.

1.5.3 Remote Control Valves, Electrical

Remote control valves shall be solenoid actuated globe valves of 3/4 to 3 inch size, suitable for 24 volts, 60 cycle, and designed to provide for shut-off in event of power failure. Valve shall be cast bronze or brass or plastic housing suitable for service at 150 psi operating pressure with external flow control adjustment for shut-off capability, external plug at diaphragm chamber to enable manual operation, filter in control chamber to prevent valve body clogging with debris, durable diaphragm, and accessibility to internal parts without removing valve from system.

1.5.4 Drain Valves

1.5.4.1 Manual Valves

Manual valves shall conform to requirements of MSS SP-80, Type 3, Class 150 threaded ends for sizes less than 2-1/2 inch. Drain valves shall be B & K heavy brass or approved equal.

1.5.5 Pressure Regulating Master Valve

Pressure regulating master valve shall be automatic mechanical self-cleaning, self-purging control system having an adjustable pressure setting operated by a solenoid on alternating current with 0.70 amperes at 18 volts. Valve shall close slowly and be free of chatter in each diaphragm position, have manual flow stem to adjust closing speed and internal flushing, and one inlet tappings capable of being installed as a straight pattern valve. Body shall be cast bronze or brass with removable brass seat serviceable from top without removing valve body from system. Valve shall operate at 150 psi working pressure and pilot range from 10 to 125 psi.

1.5.6 Backflow Preventers

Reduced pressure principle assemblies, double check valve assemblies, atmospheric (nonpressure) type vacuum breakers, and pressure type vacuum breakers shall be tested, approved, and listed in accordance with FCCCHR-01. Backflow preventers with intermediate atmospheric vent shall be in accordance with ASSE ANSI/ASSE 1012. Reduced pressure principle backflow preventers shall be in accordance with ASSE 1013.

1.5.6.1 Reduced Pressure Type Backflow Preventers

Backflow preventers shall be 150 pound flanged cast iron, bronze mounted gate valve and strainer, 304 stainless steel or bronze, internal parts. Total pressure drop through complete assembly shall be a maximum of 10 psi at rated flow. Piping shall be galvanized steel pipe and fittings. Strainers shall be bronze or brass construction with gasket caps. Units shall have 200-mesh stainless steel screen elements. Backflow preventer shall be Wilkins model 950XL, 1-1/2"or approved equal.

1.6 ACCESSORIES AND APPURTENANCES

1.6.1 Valve Keys for Manually Operated Valves

Valve keys shall be 1/2 inch diameter by 3 feet long, tee handles and keyed to fit valves.

1.6.2 Valve Boxes and Concrete Pads

1.6.2.1 Valve Boxes

Valve boxes shall be green plastic, lockable for each gate valve, manual control valve and remote control valve. Box sizes shall be adjustable for valve used. Word "IRRIGATION" shall be cast on cover. Shaft diameter of box shall be minimum 10 inches.

1.6.2.2 Pressure Gauges

Pressure gauges shall conform to requirements of ASME B40.1, single style pressure gauge for water with 4-1/2 inchdial brass or aluminum case, bronze tube, gauge cock, pressure snubber, and siphon. Scale range shall be suitable for irrigation sprinkler systems.

1.6.2.3 Service Clamps

Service clamps shall be bronze flat, double strap, with neoprene gasket or "O"-ring seal.

1.6.2 Water Hammer Arresters

Water hammer arrester shall conform to the requirements of PDI WH 201; stainless steel construction with an encased and sealed bellows compression chamber.

1.6.3 Emitter Head Accessories

1.6.3.1 Strainer

Strainer shall be provided at inlet to each drip line. Strainer shall have stainless steel screen having equivalent of 140-mesh filtration capacity and incorporate flush valves within strainer to clean screen without disassembling unit.

1.6.3.2 Pressure Regulator

Pressure regulator shall be provided at each drip system if supply pressure exceeds 50 psi.

1.6.3.3 Riser Adapters

Riser adapters shall be provided with a rigid piping system.

1.6.3.4 Tubing Stakes

Tubing stakes shall be plastic coated steel, or other non-corrosive strong material to secure tubing.

1.6.3.5 Emitter Outlet Check Valve (Bug Cap)

Check valves shall be provided at end of each emitter outlet distribution line. Valves shall permit free flow of water with minimum restriction; prevent back siphoning, entry of insects, and contamination into outlet ports.

1.6.3.6 Access Sleeve

Access sleeve shall be provided at buried emitters placed in covered boxes. Lids of access sleeve shall be secured with removable lugs. Drip hose in both vertical and horizontal axis shall be secured.

1.6.3.7 Closure Caps

Closure caps shall be in accordance with manufacturer's recommendations.
two schedules, allowing each station to be scheduled individually as to days of watering; a minute switch for each station with a positive increment range of 0 to 3 hours, set time within one percent; a switch allowing selected schedules to be repeated after each completion of initial watering schedule and allowing each operation to be scheduled throughout a 24-hour day; a circuit breaker for surge protection; and circuit for a 9-volt rechargeable NiCad battery.

1.7 CONCRETE MATERIALS

Concrete shall have a compressive strength of 2500 psi at 28 days as specified in Section 03300, CAST-IN-PLACE STRUCTURAL CONCRETE.

1.8 WATER SUPPLY MAIN MATERIALS

Tapping sleeves, service cut off valves, and connections to water supply mains shall be in accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

1.9 INSULATING JOINTS

Insulating joints and dielectric fittings shall be in accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

1.10 GUARANTEE

Guarantee irrigation system for one full year after final acceptance.

2 EXECUTION

2.1 INSTALLATION

Sprinkler system shall be installed after site grading has been completed. Excavation, trenching, and backfilling for sprinkler system shall be in accordance with the applicable provisions of Section 02316, EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, except as modified herein.

2.1.1 Pipe Sleeves

Pipe sleeves indicated on the drawings shall be installed under walks and drives prior to paving. Existing concrete walks, drives and other obstacles shall be bored at a depth conforming to bottom of adjacent trenches or just below the base of the subgrade of the roadbed and sidewalks to be sleeved under, whichever is deeper. Pipe sleeves shall be at least two pipe diameters larger than largest sprinkler pipe to be run through it. All pipe sleeves shall be PVC schedule 80 pipe. Pipe sleeves shall extend a minimum of 24" beyond edges of sidewalks paving and 5' beyond edges of roads. Sleeves shall be clearly marked at the final graded surface for future reference.

2.1.2 Piping System

2.1.2.1 Cover

Underground piping shall be installed to meet the minimum depth of backfill cover specified.

2.1.2.2 Clearances

Minimum horizontal clearances between lines shall be 4 inches for pipe 2 inches and less; 12 inches for 2-1/2 inches and larger. Minimum vertical clearances between lines shall be 1 inch.

2.1.2.3 Minimum Slope

Minimum slope shall be 6 inches per 100 feet in direction of drain valves.

2.1.3 Piping Installation

2.1.3.1 Polyvinyl Chloride (PVC) Pipe

a. Solvent-cemented joints shall conform to the requirements of ASTM D 2855.

b. Threaded joints shall be full cut with a maximum of three threads remaining exposed on pipe and nipples. Threaded joints shall be made tight without recourse to wicks or fillers, other than polytetrafluoroethylene thread tape.

c. Piping shall be joined to conform with requirements of ASTM D 2774 or ASTM D 2855, and pipe manufacturer's instructions. Pipe shall be installed in a serpentine (snaked) manner to allow for expansion and contraction in trench before backfilling. Pipes shall be installed at temperatures over 40 degrees F.

2.1.3.2 Soldered Copper Tubing

Pipe shall be reamed and burrs removed. Contact surfaces of joint shall be cleaned and polished. Flux shall be applied to male and female ends. End of tube shall be inserted into fittings full depth of socket. After soldering, a solder bead shall show continuously around entire joint circumference. Excess acid flux shall be removed from tubings and fittings.

2.1.3.3 Galvanized Steel Pipe

Prior to installation, pipe shall be reamed. Threads shall be cut in conformance with ASME B1.2. Pipe joint compound shall be applied to male end only.

2.1.3.4 Insulating Joints

Insulating and dielectric fittings shall be provided where pipes of dissimilar metal are joined and at connections to water supply mains as shown. Installation shall be in accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

2.1.4 Installation of Valves

2.1.4.1 Manual Valves

Valves shall be installed in a valve box extending from grade to below valve body, with a minimum of 4 inches cover measured from finish grade to top of valve stem.

2.1.4.2 Automatic Valves

Valve shall be set plumb in a valve box extending from grade to below valve body, with minimum of 4 inch cover measured from grade to top of valve. Automatic valves shall be installed beside sprinkler heads with a valve box.

2.1.4.3 Drain Valves

Entire system shall be manually or automatically drainable. Low points of system shall be equipped with drain valve draining into an excavation containing 1 cubic foot gravel. Gravel

shall be covered with building paper then backfilled with excavated material and 6 inches of topsoil. Install 3/4" gate valves as drain valves at all low points in the irrigation system between the section valve and the last sprinkler. Locate all drain valves and slope the irrigation pipe to these valves. The frequency of drain valves shall be common to industry standards and their location shall be approved by the Contracting Officer. Install each drain valve on a tee off the lateral pipe line (except for drain valves at the end of a lateral) with a galvanized street ell pointed down. One cubic foot of drain gravel material will be placed beneath each drain valve. Place a sleeve of 2" PVC Class 160 pipe over the valve. Extend the sleeve from the valve to the finished grade with a loop of 16 gauge galvanized wire. Place a locking cap in the sleeve at the top.

2.1.5 Sprinklers and Quick Coupling Valves

Sprinklers and valves shall be installed plumb and level with terrain.

2.1.6 Backflow Preventers

Backflow preventer shall be installed in new connection to existing water distribution system, between connection and control valves. Backflow preventer shall be installed with concrete pads. See mechanical Section.

2.1.6.1 Reduced Pressure Type

Pipe lines shall be flushed prior to installing reduced pressure device; device shall be protected by a strainer located upstream. Device shall not be installed in pits or where any part of device could become submerged in standing water.

2.1.7 Control Wire and Conduit

2.1.7.1 Wires

Low voltage wires may be buried beside pipe in same trench. Rigid conduit shall be provided where wires run under paving. Wires shall be number tagged at key locations along main to facilitate service. One control circuit shall be provided for each zone and a circuit to control sprinkler system.

2.1.7.2 Loops

A 12 inch loop of wire shall be provided at each valve where controls are connected.

2.1.7.3 Expansion and Contraction

Multiple tubes or wires shall be bundled and taped together at 10 foot intervals with 12 inch loop for expansion and contraction.

2.1.7.4 Splices

Electrical splices shall be waterproof.

2.1.8 Automatic Controller

Exact field location of controllers shall be determined before installation. Coordinate the electrical service to these locations. Install in accordance with manufacturer's recommendations and NFPA 70.

2.1.9 Thrust Blocks

Concrete shall be placed so that sides subject to thrust or load are against undisturbed earth, and valves and fittings are serviceable after concrete has set. Thrust blocks shall be as specified in Section 02510 WATER DISTRIBUTION SYSTEM.

2.1.10 Installation of Drip Irrigation System

2.1.10.1 Emitter Hose

Emitter laterals shall be buried 6 inches deep. Connections shall be solvent welded in accordance with manufacturer's recommendation to standard weight Schedule 40 PVC fittings and bushings. Hose shall be installed in a serpentine manner. When cutting hose, shearing tool such as a pipe cutter, knife, or shears shall be used. Manufacturer's recommended tool and procedures when punching hose for emitters shall be followed.

2.1.10.2 Emitter Heads

Emitters shall be installed in a plastic emitter box. Emitter on a rigid PVC nipple shall be connected to PVC drip lateral with a tee or elbow. Tubing shall be attached to barbed fitting and daylight distribution tubing at root ball secured with stake, with bug cap at end of secured distribution tubing. After installing emitters and before operating system, end of drip lateral shall be opened and flushed clean. The number of emitters on a line shall not exceed manufacturer's recommendations for that hose or distribution tubing size and length.

2.1.10.3 Tubing Stakes

Main irrigation line shall be secured with stakes where line is aboveground. Stakes shall be spaced to ensure that hose does not shift location in presence of foot traffic, operations, gravity on slope installations, or environmental effects. Discharge of the emitter distribution tubing shall be staked to ensure that discharge point of emitter will be maintained at specified position in relation to plant material to be irrigated.

2.1.11 Backfill

2.1.11.1 Minimum Cover

Depth of cover shall be 12 inches for 1-1/4 inch pipe or smaller; 18 inches for 1-1/2 to 2 inch pipe; and 12 inches for low-voltage wires. Remainder of trench or pipe cover shall be filled to within 3 inches of top with excavated soil, and compact soil and wheel roll to same density as undisturbed adjacent soil. Trench width shall be 4" minimum. In soils containing rock or other hard material that might damage pipe, excavate trenches deeper than required; then backfill pipe grade with selected fine earth or sand. Trenches shall be kept free of obstructions and debris that would damage pipe. Pipes laid in the same trench shall be

separated by sand bags and 4" minimum clearance to prevent breakage. Maintain a minimum 1 inch vertical clearance between crossing lines. Minimum depth of cover for pipe sleeves shall be 18".

2.1.11.2 Restoration

Top 3 inches shall be filled with topsoil and compacted with same density as surrounding soil. Lawns and plants shall be restored in accordance with Sections 02921 SEEDING (Turf). Pavements shall be restored in accordance with the appropriate section.

2.1.12 Adjustment

After grading, seeding, and rolling of planted areas, sprinkler heads shall be adjusted flush with finished grade. Adjustments shall be made by providing new nipples of proper length or by use of heads having an approved device, integral with head, which will permit adjustment in height of head without changing piping.

2.1.13 Disinfection

Sprinkler system fed from a potable water system shall be disinfected upstream of backflow preventer in accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

2.1.14 Cleaning of Piping and Inspection

Prior to the hydrostatic and operation tests, the interior of the pipe shall be flushed with clean water until pipe is free of all foreign materials. Flushing and cleaning out of system pipe, valves, and components shall not be considered completed until witnessed and accepted by Contracting Officer. CONTRACTOR shall not enclose or cover work until the system has been inspected, tested and accepted.

2.2 FIELD TESTS

All instruments, equipment, facilities, and labor required to conduct the tests shall be provided by CONTRACTOR.

2.2.1 Hydrostatic Pressure Test

Piping shall be tested hydrostatically before backfilling and proved tight at a hydrostatic pressure of 150 psi without pumping for a period of one hour with an allowable pressure drop of 5 psi. If hydrostatic pressure cannot be held for a minimum of 4 hours, CONTRACTOR shall make adjustments or replacements and the tests repeated until satisfactory results are achieved and accepted by the Contracting Officer.

2.2.2 Leakage Tests

Leakage tests for service main shall be in accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

2.2.3 Operation Test

At conclusion of pressure test, sprinkler heads, quick coupling assemblies, and hose valves shall be installed and entire system tested for operation under normal operating pressure. Operation test consists of the system operating through at least one complete programmed cycle for all areas to be sprinkled.

2.3 FRAMED INSTRUCTIONS/ SPARE PARTS

Framed instructions containing wiring and control diagrams under glass or in laminated plastic shall be posted where directed. Condensed operating instructions, prepared in typed form, shall be framed as specified above and posted beside the diagrams. The framed instructions shall be posted before acceptance testing of the system. After as-built drawings are approved by Contracting Officer, controller charts and programming schedule shall be prepared. One chart for each controller shall be supplied. Chart shall be a reduced drawing of actual as-built system that will fit the maximum dimensions inside controller housing. Black line print for chart and a different pastel or transparent color shall indicate each station area of coverage. After chart is completed and approved for final acceptance, chart shall be sealed between two 20 mil pieces of clear plastic.
Provide two sprinkler heads of each type.

2.4 FIELD TRAINING

A field training course shall be provided for designated operating and maintenance staff members. Training shall be provided for a total period of 4 hours of normal working time and shall start after the system is functionally complete but prior to final acceptance tests. Field training shall cover all of the items contained in the operating and maintenance manuals.

2.5 CLEANUP

Upon completion of installation of system, all debris and surplus materials resulting from the work shall be removed.

END OF SECTION

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SECTION 02821

FENCING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 116	(1995) Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric
ASTM A 121	(1992a) Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	(1998) Zinc-Coated (Hot Dip) on Iron and Steel Hardware
ASTM A 176	(1997) Stainless and Heat-Resisting Chromium Steel Plate, Sheet, and Strip
ASTM A 392	(1996) Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 478	(1997) Chromium-Nickel Stainless and Heat-Resisting Steel Weaving and Knitting Wire
ASTM A 491	(1996) Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 585	(1997) Aluminum-Coated Steel Barbed Wire
ASTM A 666	(1996b) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Paste, and Flat Bar
ASTM A 702	(1989; R 1994) Steel Fence Posts and Assemblies, Hot Wrought
ASTM A 780	(1993a) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	(1995) Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link Fence
ASTM C 94	(1998) Ready-Mixed Concrete

ASTM D 4541	(1995) Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM F 626	(1996) Fence Fittings
ASTM F 668	(1996) Poly(Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric
ASTM F 883	(1997) Padlocks
ASTM F 900	(1994) Industrial and Commercial Swing Gates
ASTM F 1043	(1998a) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F 1184	(1994) Industrial and Commercial Horizontal Slide Gates
ASTM G 23	(1996) Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 26	(1996) Operating Light-Exposure Apparatus (Xenon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 53	(1996) Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials

AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA)

AWPA C1	(1997) All Timber products - Preservative Treatment by Pressure Processes
AWPA C4	(1995) Poles - Preservative Treatment by Pressure Processes

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-13 Certificates

Chain Link Fence; G.

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the chain link fence and component materials meet the specified requirements.

SD-19 Operation and Maintenance Manuals

Electro-Mechanical Locks; G. Gate Operator; G.

Six copies of operating and maintenance instructions, a minimum of 2 weeks prior to field training. Operating instructions shall outline the step-by-step procedures required for system startup, operation, and shutdown. The instructions shall include the manufacturer's name, model number, service manual, parts list, and brief description of all equipment and their basic operating features. Maintenance instructions shall include routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The instructions shall include the general gate layout, equipment layout and simplified wiring and control diagrams of the system as installed.

PART 2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

ASTM A 392, Class 1, zinc-coated steel wire with minimum coating weight of 1.2 ounces of zinc per square meter foot of coated surface, or ASTM A 491, Type I, aluminum-coated steel wire. Fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Fabric height shall be 7 feet. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 POSTS

2.2.1 Metal Posts for Chain Link Fence

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B and Group II , formed steel sections, shall meet the strength and coating requirements of ASTM F 1043. Group III, ASTM F 1043 steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. Sizes shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900 and/or ASTM F 1184.

2.2.2 Wood Posts

Wood posts shall be cut from sound and solid trees free from short or reverse bends in more than one plane. Tops shall be convex rounded or inclined. Posts shall be free of ring shake, season cracks more than 1/4 inch wide, splits in the end, and unsound knots. Size and shape of posts shall be as indicated. Posts shall be treated in accordance with AWPA C1 or AWPA C4 as applicable.

2.3 BRACES AND RAILS

ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043. Group II , formed steel sections, size 42 mm (1-21/32 inch), 1-21/32 inch, conforming to ASTM F 1043, may be used as braces and rails if Group II line posts are furnished.

2.4 WIRE

2.4.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.5 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Barbed wire shall be 2 strand, 12-1/2 gauge wire, zinc-coated, Class 3 in accordance with ASTM A 121 or aluminum coated Type I in accordance with ASTM A 585. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.

2.6 CONCRETE

ASTM C 94, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.2 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 2 inch clearance between the bottom of the fabric and finish grade.

3.3 POST INSTALLATION

3.3.1 Posts for Chain Link Fence

Posts shall be set plumb and in alignment. Except where solid rock is encountered, posts shall be set in concrete to the depth indicated on the drawings. Where solid rock is encountered with no overburden, posts shall be set to a minimum depth of 18 inches in rock. Where solid rock is covered with an overburden of soil or loose rock, posts shall be set to the minimum depth indicated on the drawing unless a penetration of 18 inches in solid rock is achieved before reaching the indicated depth, in which case depth of penetration shall terminate. All portions of posts set in rock shall be grouted. Portions of posts not set in rock shall be set in concrete from the rock to ground level. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Diameters of holes in solid rock shall be at least 1 inch greater than the largest cross section of the post. Concrete and grout shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts. Group II line posts may be mechanically driven, for temporary fence construction only, if rock is not encountered. Driven posts shall be set to a minimum depth of 3 feet and shall be protected with drive caps when being set.</TAI> For high security fences, fence post rigidity shall be tested by applying a 50 pound force on the post, perpendicular to the fabric, 5 feet above ground; post movement measured at the point where the force is applied shall be less than or equal to 3/4 inch from the relaxed position; every tenth post shall be tested for rigidity; when a post fails this test, further tests on the next four posts on either side of the failed post shall be made; all failed posts shall be removed, replaced, and retested at the CONTRACTOR's expense.

3.3.2 Posts for Farm Style Fence

For wood posts, the CONTRACTOR shall excavate to depth indicated and brace post until backfill is completed. Backfill shall be placed in layers of 9 inches or less, moistened to optimum condition, and compacted with hand tampers or other approved method. Posts shall be set plumb and in proper alignment. Posts shall be driven or set in concrete as indicated.

3.4 RAILS

3.4.1 Top Rail

Top rail shall be supported at each post to form a continuous brace between terminal posts. Where required, sections of top rail shall be joined using sleeves or couplings that will allow expansion or contraction of the rail.

3.4.2 Bottom Rail

The bottom rail shall be bolted to double rail ends and double rail ends shall be securely fastened to the posts. Bolts shall be peened to prevent easy removal. Bottom rail shall be installed before chain link fabric.

3.5 BRACES AND TRUSS RODS

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed on fences over 6 feet in height. A center brace or 2 diagonal truss rods shall be installed on 12 foot fences. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal. No bracing is required on fences 6 feet high or less if a top rail is installed.

3.6 TENSION WIRES

Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence. Top tension wires shall be installed within the top 4 inches of the installed fabric. Bottom tension wire shall be installed within the bottom 6 inches of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.7 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15 inch intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 15 inch intervals and fastened to all rails and tension wires at approximately 12 inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 2 plus or minus 1/2 inch above the ground.

3.9 GATE INSTALLATION

Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Slide gates shall be installed as recommended by the manufacturer. Hinge pins, and hardware shall be welded or otherwise secured to prevent removal

3.10 GROUNDING

Fences shall be grounded on each side of all gates, at each corner, at the closest approach to each building located within 50 feet of the fence, and where the fence alignment changes more than 15 degrees. Grounding locations shall not exceed 650 feet. Each gate panel shall be bonded with a flexible bond strap to its gate post. Fences crossed by powerlines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet on each side of crossing. Ground conductor shall consist of No. 8 AWG

solid copper wire. Grounding electrodes shall be 3/4 inch by 10 foot long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 6 inches below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 12 inches deep and radially from the fence. The top of the electrode shall be not less than 2 feet or more than 8 feet from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms.

END OF SECTION

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SECTION 02921

SEEDING (TURF)

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.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01	(Aug 95) Federal Seed Act Regulations Part 201

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment; FIO.

Manufacturer's literature including physical characteristics, application and installation instructions for equipment, surface erosion control material and chemical treatment material.

SD-07 Schedules

Equipment; FIO.

A listing of equipment to be used for the seeding operation.

SD-08 Statements

Delivery; FIO.

Delivery schedule.

Finished Grade and Topsoil; FIO.

Finished grade status.

Topsoil; FIO.

Off-site topsoil for conformance to specification herein.

SD-09 Reports

Equipment Calibration; FIO.

Certification of calibration tests conducted on the equipment used in the seeding operation.

Soil Test; FIO.

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-13 Certificates

Seed; FIO. Sod; FIO. Topsoil; FIO. pH Adjuster; FIO. Fertilizer; FIO. Organic Material; FIO. Soil Conditioner; FIO. Mulch; FIO. Pesticide; FIO.

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

a. Seed. Classification, botanical name, common name, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, and date tested.

b. Sod. Classification, species mix, source.

c. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

d. pH Adjuster. Calcium carbonate equivalent and sieve analysis.

e. Fertilizer. Chemical analysis and composition percent.

f. Organic Material: Composition and source.

g. Soil Conditioner: Composition and source.

h. Mulch: Composition and source.

SD-14 Samples

Delivered Topsoil; FIO.

Samples taken from several locations at the source.

Soil Amendments; FIO.

A 5 pound sample.

Mulch; FIO.

A 5 pound sample.

SD-18 Records

Quantity Check; FIO.

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

Seed and Sod Establishment Period; GA.

Calendar time period for the seed and sod establishment period. When there is more than one seed and sod establishment period, the boundaries of the seeded or sodded area covered for each period shall be described.

Maintenance Record; FIO.

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

1.3 SOURCE INSPECTION

The source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery. Time sod delivery so that sod will be placed within 48 hours after harvesting. Protect sod against drying and breaking of rolled strips.

1.4.1.1 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL. A soil test shall be provided for topsoil delivered to the site.

1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. The following shall be rejected: open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a 1-inch diameter; and topsoil that contains viable plants and plant parts. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed, lime, and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with seeding operation materials.

1.4.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 24 hours.

2 PRODUCTS

2.1 SEED

2.1.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws. All seed shall be furnished in sealed, standard containers unless otherwise approved.

2.1.2 Permanent Seed Species and Mixtures

COMMON NAME	% BY WT.
Annual Rye	20
Hard Fescue	15
Orchard Grass	20
Pubescent Wheatgrass	40
White Clover	5

2.1.3 Quality

Weed seed shall be a maximum 1 percent by weight of the total mixture.

2.1.4 Seed Mixing

The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

2.1.5 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 SOD

2.2.1 Sod quality

Provide strongly rooted sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant). Provide sod composed principally of Kentucky Bluegrass (blend of three min. cultivars) or a combination of Kentucky Bluegrass, Creeping Red Fescue and Perennial Ryegrass.

2.2.2 Sod Placement

Place sod within 48 hours after harvesting. Protect sod against drying and breaking of rolled strips.

2.3 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material 1 inch diameter or larger in any dimension. Topsoil shall be free from viable plants and plant parts. The topsoil shall be friable surface soil from the horizon as determined by the United States Agriculture Soil Conservation Service Soil Survey. Topsoil shall be free from materials toxic to plant growth and noxious weed seeds. The topsoil shall consist of a sandy clay loam, sandy loam, loam, clay loam, silty clay loam, or silt loam soil. These soil textural classes shall be determined by the United States Department of Agriculture Classification System. Topsoil shall be obtained from naturally drained sources. These textural classes shall be restricted by the following maximum percentage compositions based on the material passing the U.S. No. 10 sieve.

Separates	Maximum Percentage Allowable
Sand	50
Clay	20

The maximum percentage retained on a ¼-inch sieve shall not exceed 20 percent by volume. Of the material passing the ¼-inch sieve, not more than 10 percent by weight shall be

retained on a U.S. No. 10 sieve. Total organic matter shall be 4 percent, minimum. Organic matter shall be determined by the Walkley-Black sulfuric acid dichromate digestion process. The pH shall be 5.5 to 7.0.

Topsoil Source:

A. Existing Surface soil: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Delivered Topsoil: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep. Do not obtain off-site topsoil from bogs or marshes.

2.4 SOIL AMENDMENTS

Soil amendments shall consist of pH adjuster, fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.4.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

2.4.1.1 Lime

Lime shall be agricultural limestone and shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 90 percent shall pass through a 10-mesh sieve and a minimum 50 percent shall pass through a 60-mesh sieve. To raise soil pH, ground limestone shall be used.

2.4.1.2 Superphosphate

Commercial, phosphate mixture, soluble; minimum 20 percent available phosphoric acid.

2.4.2 Fertilizer

It shall be as recommended by the soil test. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio of 20-10-10. The fertilizer shall be 50 percent derived from sulfur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.4.3 Organic Material

Organic material shall consist of either bone meal, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

2.4.3.1 Bone meal

Bone meal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.4.3.2 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.4.3.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants, and is fully composted or stabilized with nitrogen.

2.4.3.4 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. Compost shall be derived from food; agricultural or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8-inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2-inch in length.

2.4.3.5 Worm Castings

Worm castings shall be screened from worms and food source, and shall be commercially packaged.

2.4.4 Soil Conditioner

Soil conditioner shall be sand, super absorbent polymers, calcined clay, or gypsum for use singly or in combination to meet the requirements of the soil test.

2.4.4.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No.10 sieve and a minimum 10 percent by weight shall pass a No 16 sieve. Greensand shall be balanced with the inclusion of trace minerals and nutrients.

2.4.4.2 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized and applied according to the manufacturer's recommendations. Polymers shall be added as a soil

amendment and be cross-linked polyacrylamide, with an absorption capacity of 250-400 times its weight. Polymers shall also be added to the seed and be a starch grafted polyacrylonitrite, with graphite added as a tacky sticker. It shall have an absorption capacity of 100 plus times its weight.

2.4.4.3 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

2.5 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.5.1 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate placement during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

2.6 WATER

Water shall be the responsibility of the CONTRACTOR, unless otherwise noted. Water shall not contain elements toxic to plant life.

2.7 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

2.7.1 Hydrophilic Colloids

Hydrophilic colloids shall be physiologically harmless to plant and animal life without phytotoxic agents. Colloids shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Colloids shall resist mold growth.

3 EXECUTION

3.1 INSTALLING SEED AND SOD TIME AND CONDITIONS

3.1.1 Seeding and Sodding Time

Unless otherwise approved by the CO, all seeding and sodding shall be accomplished during the period from May 1 to July 1 and from August 15 to September 30.

3.1.2 Seeding and Sodding Conditions

Seeding and sodding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the seeding operations, proposed alternate times shall be submitted for approval.

3.1.3 Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species specified.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

The CONTRACTOR shall verify that finished grades are as indicated on drawings, and the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02300 EARTHWORK, prior to the commencement of the seeding operation. Topsoil shall be placed to a minimum depth of 4 inches in seeded areas and 6 inches in sodded areas and continuously bonded to the subsoil prior to seeding or sodding.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying Fertilizer

The fertilizer shall be applied as recommended by the soil test. Fertilizer shall be incorporated into the soil to a maximum 4 inches depth or may be incorporated as part of the tillage or hydroseeding operation.

3.2.2.2 Applying Soil Conditioner

The soil conditioner shall be as recommended by the soil test. The soil conditioner shall be spread uniformly over the soil a minimum 1 inch depth and thoroughly incorporated by tillage into the soil to a maximum 4 inches depth.

3.2.2.3 Applying Super Absorbent Polymers

Polymers shall be spread uniformly over the soil as recommended by the manufacturer and thoroughly incorporated by tillage into the soil to a maximum 4 inches depth.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 4 inches depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inches depth by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.

3.2.4.2 Lawn (Sodded) Area Debris

Debris and stones over a minimum 1/2 inch in any dimension shall be removed from the surface.

3.2.4.3 Protection

Areas with the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing seed, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Installing Seed

Seeding method shall be Hydroseeding. Seeding procedure shall ensure even coverage. Gravity feed applicators, which drop seed directly from a hopper onto the prepared soil, shall not be used because of the difficulty in achieving even coverage, unless otherwise approved. Absorbent polymer powder shall be mixed with the dry seed at the rate recommended by the manufacturer.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the rate of 140 lbs. per acre. Seed and fertilizer shall be added to water and thoroughly mixed to meet the rates specified. The time period for the seed to be held in the slurry shall be a maximum 24 hours. Wood cellulose fiber mulch and tackifier shall be added at the rates recommended by the manufacturer after the seed, fertilizer, and water have been thoroughly mixed to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

3.3.3 Mulching

3.3.3.1 Wood Cellulose Fiber, Paper Fiber, and Recycled Paper

Wood cellulose fiber, paper fiber, or recycled paper shall be applied as part of the hydroseeding operation. The mulch shall be mixed and applied in accordance with the manufacturer's recommendations.

3.3.4 Watering Seed

Watering shall be started immediately after completing the seeding of an area. Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum 1 inch depth. Run-off and puddling shall be prevented. Watering trucks shall not be driven over turf areas, unless otherwise directed. Watering of other adjacent areas or plant material shall be prevented.

3.4 SURFACE EROSION CONTROL

3.4.1 Surface Erosion Control Material

Where indicated or as directed, surface erosion control material shall be installed in accordance with manufacturer's instructions. Placement of the material shall be accomplished without damage to installed material or without deviation to finished grade.

3.4.2 Temporary Seeding

The application rate shall be 5 lbs. per 1000 sf. When directed during contract delays affecting the seeding operation or when a quick cover is required to prevent surface erosion, the areas designated shall be seeded in accordance with temporary seed species listed under Paragraph SEED.

3.4.2.1 Soil Amendments

When soil amendments have not been applied to the area, the quantity of 1/2 of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. The area shall be watered in accordance with paragraph Watering Seed.

3.4.2.2 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing seed.

3.5 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the rate of application used. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

3.6 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.6.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.6.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately. A pesticide plan shall be submitted.

3.7 RESTORATION AND CLEAN UP

3.7.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor’s expense.

3.7.2 Clean Up

Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.8 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.9 SEED AND SOD ESTABLISHMENT PERIOD

3.9.1 Commencement

The seed and sod establishment period to obtain a healthy stand of grass plants shall begin on the first day of work under this contract and shall end 3 months after the last day of the seeding or sodding operation. Written calendar time period shall be furnished for each establishment period. When there is more than one seed or sod establishment period, the boundaries of the area covered for each period shall be described. The establishment periods shall be coordinated with Section 02811 Automatic Sprinkler Systems. The establishment periods shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

3.9.2 Satisfactory Stand of Grass Plants

Grass plants from seeding shall be evaluated for species and health when the grass plants are a minimum 1 inch high. A satisfactory stand of grass from sodding shall be evaluated after a minimum of two mowings.

3.9.2.1 Sodded Lawn Area

A satisfactory stand of grass plants from the sodding operation for a lawn area shall be a consistent (no visible seams), viable, lawn with bare spots not exceeding 2 percent of the total sodded area.

3.9.2.2 Seeded Field Area

A satisfactory stand of grass plants from the dryland seeding shall be a minimum 100 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded area.

3.9.3 Maintenance During Establishment Period

Maintenance of the seeded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

3.9.3.1 Mowing

Grass areas shall be mowed to a minimum 3 inches height when the turf is a maximum 4 inches high. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

3.9.3.2 Post-Fertilization

The fertilizer shall be applied as recommended by the soil test. A maximum 1 lb per 1000 square feet of actual available nitrogen shall be provided to the grass plants. The application shall be timed prior to the advent of winter dormancy and shall be made without burning the installed grass plants.

3.9.3.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE. Apply broadleaf herbicide during first two growing seasons to control weeds competing with grass establishment.

3.9.3.4 Repair or Reinstall

Unsatisfactory stand of grass plants and mulch shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

3.9.3.5 Maintenance Record

A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

END OF SECTION

SECTION 07900

JOINT SEALING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 509	(1994) Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM C 570	(1995) Oil- and Resin-Base Caulking Compound for Building Construction
ASTM C 734	(1993) Low-Temperature Flexibility of Latex Sealants After Artificial Weathering
ASTM C 834	(1995) Latex Sealants
ASTM C 920	(1998) Elastomeric Joint Sealants
ASTM C 1085	(1991) Butyl Rubber-Based Solvent-Release Sealants
ASTM C 1184	(1995el) Structural Silicone-Sealants
ASTM D 217	(1997) Cone Penetration of Lubricating Grease (IP50/88)
ASTM D 1056	(1998) Flexible Cellular Materials - Sponge or Expanded Rubber
ASTM D 1565	(1999) Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam)
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Backing; G

Bond-Breaker; G

Sealant; G.

Manufacturer's descriptive data including storage requirements, shelf life, curing time, instructions for mixing and application, and primer data (if required). A copy of the Material Safety Data Sheet shall be provided for each solvent, primer or sealant material.

SD-07 Certificates

Sealant; G.

Certificates of compliance stating that the materials conform to the specified requirements.

1.3 ENVIRONMENTAL REQUIREMENTS

The ambient temperature shall be within the limits of 40 to 90 degrees F when the sealants are applied.

1.4 DELIVERY AND STORAGE

Materials shall be delivered to the job in the manufacturer's original unopened containers. The container label or accompanying data sheet shall include the following information as applicable: manufacturer, name of material, formula or specification number, lot number, color, date of manufacture, mixing instructions, shelf life, and curing time at the standard conditions for laboratory tests. Materials shall be handled and stored to prevent inclusion of foreign materials. Materials shall be stored at temperatures between 40 and 90 degrees F unless otherwise specified by the manufacturer.

PART 2 PRODUCTS

2.1 BACKING

Backing shall be 25 to 33 percent oversize for closed cell and 40 to 50 percent oversize for open cell material, unless otherwise indicated.

2.1.1 Rubber

Cellular rubber sponge backing shall be ASTM D 1056, Type 1, open cell, Class A.

2.1.2 PVC

Polyvinyl chloride (PVC) backing shall be ASTM D 1565, Grade VO 12, round cross section.

2.1.3 Synthetic Rubber

Synthetic rubber backing shall be ASTM C 509, Type I preformed rods or tubes.

2.1.4 Neoprene

Neoprene backing shall be ASTM D 1056, closed cell expanded neoprene cord Type 2, Class C, Grade 2C2.

2.2 BOND-BREAKER

Bond-breaker shall be as recommended by the sealant manufacturer to prevent adhesion of the sealant to backing or to bottom of the joint.

2.3 PRIMER

Primer shall be non-staining type as recommended by sealant manufacturer for the application.

2.4 CAULKING

Oil- and resin-based caulking shall be ASTM C 570, Type I.

2.5 SEALANT

2.5.1 LATEX

Not used.

2.5.2 ELASTOMERIC

Elastomeric sealants shall conform to ASTM C 920 and the following:

a. Polysulfide Sealant: Type M, Grade NS, Class 25, Use NT, M, A.

b. Polyurethane sealant: Grade NS, Class 25, Use T, NT, M, A.

c. Silicone sealant: Type S, Grade NS, Class 25, Use NT, M, A.

2.5.3 ACOUSTICAL

Not used.

2.5.4 BUTYL

Butyl sealant shall be ASTM C 1085.

2.5.5 PREFORMED

Not used.

2.6 SOLVENTS AND CLEANING AGENTS

Solvents, cleaning agents, and accessory materials shall be provided as recommended by the manufacturer.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 Surface Preparation

The surfaces of joints to receive sealant or caulk shall be free of all frost, condensation and moisture. Oil, grease, dirt, chalk, particles of mortar, dust, loose rust, loose mill scale, and other foreign substances shall be removed from surfaces of joints to be in contact with the sealant. Oil and grease shall be removed with solvent and surfaces shall be wiped dry with clean cloths. For surface types not listed below, the sealant manufacturer shall be contacted for specific recommendations.

3.1.2 Concrete and Masonry Surfaces

Where surfaces have been treated with curing compounds, oil, or other such materials, the materials shall be removed by sandblasting or wire brushing. Laitance, efflorescence and loose mortar shall be removed from the joint cavity.

3.1.3 Steel Surfaces

Steel surfaces to be in contact with sealant shall be sandblasted or, if sandblasting would not be practical or would damage adjacent finish work, the metal shall be scraped and wire brushed to remove loose mill scale. Protective coatings on steel surfaces shall be removed by sandblasting or by a solvent that leaves no residue.

3.1.4 Aluminum Surfaces

Aluminum surfaces to be in contact with sealants shall be cleaned of temporary protective coatings. When masking tape is used for a protective cover, the tape and any residual adhesive shall be removed just prior to applying the sealant. Solvents used to remove protective coating shall be as recommended by the manufacturer of the aluminum work and shall be non-staining.

3.1.5 Wood Surfaces

Wood surfaces to be in contact with sealants shall be free of splinters and sawdust or other loose particles.

3.2 APPLICATION

3.2.1 Masking Tape

Masking tape may be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer or sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.

3.2.2 Backing

Backing shall be installed to provide the indicated sealant depth. The installation tool shall be shaped to avoid puncturing the backing.

3.2.3 Bond-Breaker

Bond-breaker shall be applied to fully cover the bottom of the joint without contaminating the sides where sealant adhesion is required.

3.2.4 Primer

Primer shall be used on concrete masonry units, wood, or other porous surfaces in accordance with instructions furnished with the sealant. Primer shall be applied to the joint surfaces to be sealed. Surfaces adjacent to joints shall not be primed.

3.2.5 Sealant

Sealant shall be used before expiration of shelf life. Multi-component sealants shall be mixed according to manufacturer's printed instructions. Sealant in guns shall be applied with a nozzle of proper size to fit the width of joint. Joints shall be sealed as detailed in the drawings. Sealant shall be forced into joints with sufficient pressure to expel air and fill the groove solidly. Sealant shall be installed to the indicated depth without displacing the backing. Unless otherwise indicated, specified, or recommended by the manufacturer, the installed sealant shall be dry tooled to produce a uniformly smooth surface free of wrinkles and to ensure full adhesion to the sides of the joint; the use of solvents, soapy water, etc., will not be allowed. Sealants shall be installed free of air pockets, foreign embedded matter, ridges and sags. Sealer shall be applied over the sealant when and as specified by the sealant manufacturer.

3.3 CLEANING

The surfaces adjoining the sealed joints shall be cleaned of smears and other soiling resulting from the sealant application as work progresses.

END OF SECTION

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SECTION 16375

ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C37.50	(1989; R 1995) Switchgear, Low-Voltage AC Power Circuit Breakers Used in Enclosures - Test Procedures
ANSI C80.1	(1995) Rigid Steel Conduit - Zinc Coated
ANSI C119.1	(1986) Sealed Insulated Underground Connector Systems Rated 600 Volts
ANSI C135.30	(1988) Zinc-Coated Ferrous Ground Rods for Overhead or Underground Line Construction

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 48	(1994a) Gray Iron Castings
ASTM A 123/A 123M	(1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1995) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM B 496	(1992) Compact Round Concentric-Lay-Stranded Copper Conductors
ASTM B 800	(1994) 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers
ASTM B 801	(1995) Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy for Subsequent Covering or Insulation
ASTM C 478	(1997) Precast Reinforced Concrete Manhole Sections

ASTM C 478M	(1997) Precast Reinforced Concrete Mahhole Sections (Metric)
ASTM D 923	(1991) Sampling Electrical Insulating Liquids
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

FACTORY MUTUAL ENGINEERING AND RESEARCH (FM)

FM P7825a	(1998) Approval Guide Fire Protection

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(1997) National Electrical Safety Code
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE C62.11	(1993) IEEE Standard Metal-Oxide Surge Arresters for AC Power Circuits
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)
IEEE Std 100	(1996) IEEE Standard Dictionary of Electrical and Electronics Terms
IEEE Std 399	(1997) Recommended Practice for Industrial and Commercial Power Systems Analysis

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1	(1993) Molded Case Circuit Breakers and Molded Case Switches
NEMA FB 1	(1993) Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies
NEMA LA 1	(1992) Surge Arresters
NEMA PB 1	(1990) Panelboards
NEMA TC 5	(1990) Corrugated Polyolefin Coilable Plastic Utilities Duct

NEMA TC 6	(1990) PVC and ABS Plastic Utilities Duct for Underground Installation
NEMA TC 7	(1990) Smooth-Wall Coilable Polyethylene Electrical Plastic Duct
NEMA WC 7	(1991; Rev 1) Cross-Linked-Thermosetting-Polyethylene- Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
NEMA WC 8	(1991; Rev 1; Rev 2) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1999) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 6	(1997) Rigid Metal Conduit
UL 467	(1993; Rev thru Aug 1996) Grounding and Bonding Equipment
UL 486A	(1997) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 489	(1996; Rev thru Nov 1997) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures
UL 510	(1994; Rev thru Nov 1997) Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape
UL 514A	(1996; Rev Jul 1998) Metallic Outlet Boxes
UL 651	(1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit
UL 854	(1996; Rev Apr 1998) Service-Entrance Cables
UL 1242	(1996; Rev Apr 1997) Intermediate Metal Conduit
UL 1684	(1996) Reinforced Thermosetting Resin Conduit (RTRC) and Fittings

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.2.2 Service Conditions

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Electrical Distribution System; G

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams manufacturers standard installation drawings and other information necessary to define the installation and enable the Government to check conformity with the requirements of the contract drawings.

If departures from the contract drawings are deemed necessary by the CONTRACTOR, complete details of such departures shall be included with the detail drawings. Approved departures shall be made at no additional cost to the Government.

Detail drawings shall show how components are assembled, function together and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall consist of the following:

a. Detail drawings showing physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. All optional items shall be clearly identified as included or excluded.

b. Internal wiring diagrams of equipment showing wiring as actually provided for this project. External wiring connections shall be clearly identified.

As-Built Drawings; G

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and

changes from the contract drawings, however minor. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the CONTRACTOR's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the CONTRACTOR shall provide three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the CONTRACTOR for correction. The CONTRACTOR shall correct and return the as-built drawings to the Contracting Officer for approval within 10 calendar days from the time the drawings are returned to the CONTRACTOR.

SD-03 Product Data

Manufacturer's Catalog Data; [G]

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; [G]

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each such item.

Installation Procedures; [G]

Procedures shall include cable pulling plans, diagrams, instructions, and precautions required to install, adjust, calibrate, and test the devices and equipment.

SD-06 Test Reports

Field Testing; [G]

A proposed field test plan, 30 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Test Reports; [G]

Six copies of the information described below in 8-1/2 by 11 inch binders having a minimum of three rings, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

a. A list of equipment used, with calibration certifications.

b. A copy of measurements taken.

c. The dates of testing.

d. The equipment and values to be verified.

e. The condition specified for the test.

f. The test results, signed and dated.

g. A description of adjustments made.

Cable Installation Reports; [G]

Six copies of the information described below in 8-1/2 by 11 inch binders having a minimum of three rings from which material may readily be removed and replaced, including a separate section for each cable pull. Sections shall be separated by heavy plastic dividers with tabs, with all data sheets signed and dated by the person supervising the pull.

a. Site layout drawing with cable pulls numerically identified.

b. A list of equipment used, with calibration certifications. The manufacturer and quantity of lubricant used on pull.

c. The cable manufacturer and type of cable.

d. The dates of cable pulls, time of day, and ambient temperature.

e. The length of cable pull and calculated cable pulling tensions.

f. The actual cable pulling tensions encountered during pull.

SD-07 Certificates

Materials and Equipment; [G]

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the CONTRACTOR shall submit proof that the items provided conform to such requirements. The label of, or listing by, UL will be acceptable as evidence that the items conform. Either a certification or a published catalog specification data statement, to the effect that the item is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms. In lieu of such certification or published data, the CONTRACTOR may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have been tested and that they conform to the requirements listed, including methods of testing of the specified agencies. Compliance with above-named requirements does not relieve the CONTRACTOR from compliance with any other requirements of the specifications.

Cable Splicer Qualification; [G]

A certification that contains the names and the qualifications of people recommended to perform the splicing and termination of medium-voltage cables approved for installation under this contract. The certification shall indicate that any person recommended to perform actual splicing and terminations has been adequately trained in the proper techniques and have had at least three recent years of experience in splicing and terminating the same or similar types of cables approved for installation. In addition, any person recommended by the CONTRACTOR may be required to perform a practice splice and termination, in the presence of the Contracting Officer, before being approved as a qualified installer of medium-voltage cables. If that additional requirement is imposed, the CONTRACTOR shall provide short sections of the approved types of cables along with the approved type of splice and termination kits, and detailed manufacturer's instruction for the proper splicing and termination of the approved cable types.</TAI>

Cable Installer Qualifications; [G]

The CONTRACTOR shall provide at least one onsite person in a supervisory position with a documentable level of competency and experience to supervise all cable pulling operations. A resume shall be provided showing the cable installers' experience in the last three years, including a list of references complete with points of contact, addresses and telephone numbers.

SD-10 Operation and Maintenance Data

Electrical Distribution System; [G]

Six copies of operation and maintenance manuals, within 7 calendar days following the completion of tests and including assembly, installation, operation and maintenance instructions, spare parts data which provides supplier name, current cost, catalog order number, and a recommended list of spare parts to be stocked. Manuals shall also include data outlining detailed procedures for system startup and operation, and a troubleshooting guide which lists possible operational problems and corrective action to be taken. A brief description of all equipment, basic operating features, and routine maintenance requirements shall also be included. Documents shall be bound in a binder marked or identified on the spine and front cover. A table of contents page shall be included and marked with pertinent contract information and contents of the manual. Tabs shall be provided to separate different types of documents, such as catalog ordering information, drawings, instructions, and spare parts data. Index sheets shall be provided for each section of the manual when warranted by the quantity of documents included under separate tabs or dividers.

Three additional copies of the instructions manual shall be provided within 30 calendar days following the manuals.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the CONTRACTOR when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Oil filled transformers and switches shall be stored in accordance with the manufacturer's

requirements. Wood poles held in storage for more than 2 weeks shall be stored in accordance with ANSI O5.1. Handling of wood poles shall be in accordance with ANSI O5.1, except that pointed tools capable of producing indentations more than 1 inch in depth shall not be used. Metal poles shall be handled and stored in accordance with the manufacturer's instructions.

1.5 EXTRA MATERIALS

One additional spare fuse or fuse element for each furnished fuse or fuse element shall be delivered to the contracting officer when the electrical system is accepted. Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

PART 2 PRODUCTS

2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 NAMEPLATES

2.2.1 General

Each major component of this specification shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Nameplates shall be made of noncorrosive metal.

2.2.2 Liquid-Filled Transformer Nameplates

Power transformers shall be provided with nameplate information in accordance with IEEE ANSI/IEEE C57.12.00. Nameplates shall indicate the number of liters gallons and composition of liquid-dielectric, and shall be permanently marked with a statement that the transformer dielectric to be supplied is non-polychlorinated biphenyl. If transformer nameplate is not so marked, the CONTRACTOR shall furnish manufacturer's certification for each transformer that the dielectric is non-PCB classified, with less than [50] [2] ppm PCB content in accordance with paragraph LIQUID DIELECTRICS. Certifications shall be related to serial numbers on transformer nameplates. Transformer dielectric exceeding the 50 ppm PCB content or transformers without certification will be considered as PCB insulated and will not be accepted.

2.3 CORROSION PROTECTION

2.3.1 Aluminum Materials

Aluminum shall not be used.

2.3.2 Ferrous Metal Materials

2.3.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

2.3.2.2 Equipment

Equipment and component items, including but not limited to transformer stations and ferrous metal luminaries not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 480 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The scribed test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

2.3.3 Finishing

Painting required for surfaces not otherwise specified and finish painting of items only primed at the factory shall be as specified in Section 09900 PAINTING, GENERAL.

2.4 CABLES

Cables shall be single conductor type unless otherwise indicated.

2.4.1 Medium-Voltage Cables

2.4.1.1 General

Cable construction shall be [Type MV, conforming to NFPA 70 and UL 1072] [concentric neutral underground distribution cable conforming to AEIC CS5 and NEMA WC 7] . Cables shall be manufactured for use in duct or direct burial applications.

2.4.1.2 Ratings

Cables shall be rated for a circuit voltage of15 kV.

2.4.1.3 Conductor Material

Underground cables shall be soft drawn copper complying with ASTM B 3 and ASTM B 8 for regular concentric and compressed stranding or ASTM B 496 for compact stranding.

2.4.1.4 Insulation

Cable insulation shall be ethylene-propylene-rubber (EPR) insulation conforming to the requirements of NEMA WC 8 and AEIC CS6. A 133 percent insulation level shall be used on 15 kV rated cables.

2.4.1.5 Shielding

Cables rated for 2 kV and above shall have a semiconducting conductor shield, a semiconducting insulation shield, and an overall copper wire shield for each phase. The shield wire shall be sized to meet IEEE C2 requirements for a ground fault availability of 14,000 amperes.

2.4.1.6 Neutrals

Neutral conductors of shall be copper employing the same insulation and jacket materials as phase conductors, except that a 600-volt insulation rating is acceptable.

2.4.1.7 Jackets

Cables shall be provided with a PVC jacket. Direct buried cables shall be rated for direct burial.

2.4.2 Low-Voltage Cables

Cables shall be rated 600 volts and shall conform to the requirements of NFPA 70, and must be UL listed for the application or meet the applicable section of either ICEA or NEMA standards.

2.4.2.1 Conductor Material

Underground cables shall be annealed copper complying with ASTM B 3 and ASTM B 8. Intermixing of copper and aluminum conductors is not permitted.

2.4.2.2 Insulation

Insulation must be in accordance with NFPA 70, and must be UL listed for the application or meet the applicable sections of either ICEA, or NEMA standards.

2.4.2.3 Jackets

Multiconductor cables shall have an overall PVC outer jacket.

2.4.2.4 Direct Buried

Single and multi-conductor cables shall of a type identified for direct burial. Service entrance cables shall conform to UL 854 for Type USE service entrance cable.

2.4.2.5 In Duct

Cables shall be single-conductor cable, in accordance with NFPA 70. .

2.5 CABLE JOINTS, TERMINATIONS, AND CONNECTORS

2.5.1 Medium-Voltage Cable Joints

Medium-voltage cable joints shall comply with IEEE Std 404 and IEEE Std 592. Medium-voltage cable terminations shall comply with IEEE Std 48. Joints shall be the standard products of a manufacturer and shall be either of the factory preformed type or of the kit type containing tapes and other required parts. Joints shall have ratings not less than the ratings of the cables on which they are installed. Splice kits may be of the heat-shrinkable type for voltages up to 15 kV, of the premolded splice and connector type, the conventional taped type, or the resin pressure-filled overcast taped type for voltages up to 35 kV; except that for voltages of 7.5 kV or less a resin pressure-filled type utilizing a plastic-tape mold is acceptable. Joints used in manholes, handholes, vaults and pull boxes shall be certified by the manufacturer for waterproof, submersible applications.

2.5.2 Medium-Voltage Separable Insulated Connectors

Separable insulated connectors shall comply with IEEE Std 386 and IEEE Std 592 and shall be of suitable construction or standard splice kits shall be used. Separable insulated connectors are acceptable for voltages up to 35 kV. Connectors shall be of the loadbreak type as indicated, of suitable construction for the application and the type of cable connected, and shall include cable shield adaptors. Separable insulated connectors shall not be used as substitutes for conventional permanent splices. External clamping points and test points shall be provided.

2.5.3 Low-Voltage Cable Splices

Low-voltage cable splices and terminations shall be rated at not less than 600 Volts. Splices in conductors No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A. Splices in conductors No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A and UL 486B. Splices shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

2.5.4 Terminations

Terminations shall be in accordance with IEEE Std 48, Class 1 or Class 2; of the molded elastomer, wet-process porcelain, prestretched elastomer, heat-shrinkable elastomer, or taped type. Acceptable elastomers are track-resistant silicone rubber or track-resistant ethylene propylene compounds, such as ethylene propylene rubber or ethylene propylene diene monomer. Separable insulated connectors may be used for apparatus terminations, when such apparatus is provided with suitable bushings. Terminations shall be of the outdoor type, except that where installed inside outdoor equipment housings which are sealed against normal infiltration of moisture and outside air, indoor, Class 2 terminations are acceptable. Class 3 terminations are not acceptable. Terminations, where required, shall be provided with mounting brackets suitable for the intended installation and with grounding provisions for the cable shielding, metallic sheath, and armor.

2.5.4.1

Not used.

2.5.4.2 Taped Terminations

Taped terminations shall use standard termination kits providing terminal connectors, field-fabricated stress cones, and rain hoods. Terminations shall be at least 12-1/2inches long from the end of the tapered cable jacket to the start of the terminal connector, or not less than the kit manufacturer's recommendations, whichever is greater.

2.6 CONDUIT AND DUCTS

Ducts shall be single, round-bore type, with wall thickness and fittings suitable for the application. Duct lines shall be concrete-encased, thin-wall type. or shall be nonencased direct-burial, thick-wall type as indicated Low-voltage lines run elsewhere may be direct-burial, thick-wall type.

2.6.1 Metallic Conduit

Intermediate metal conduit shall comply with UL 1242. Rigid galvanized steel conduit shall comply with UL 6 and ANSI C80.1. Metallic conduit fittings and outlets shall comply with UL 514A and NEMA FB 1.

2.6.2

2.6.2.1 Not used

2.6.2.2 Concrete Encased Ducts

UL 651 Schedule 40 or NEMA TC 6 Type EB.

2.6.2.3 Direct Burial

UL 651 Schedule 40, or NEMA TC 6 Type DB.

2.6.3 Conduit Sealing Compound

Compounds for sealing ducts and conduit shall have a putty-like consistency workable with the hands at temperatures as low as 35 degrees F, shall neither slump at a temperature of 300 degrees F, nor harden materially when exposed to the air. Compounds shall adhere to clean surfaces of fiber or plastic ducts; metallic conduits or conduit coatings; concrete, masonry, or lead; any cable sheaths, jackets, covers, or insulation materials; and the common metals. Compounds shall form a seal without dissolving, noticeably changing characteristics, or removing any of the ingredients. Compounds shall have no injurious effect upon the hands of workmen or upon materials.

2.7 MANHOLES, HANDHOLES, AND PULLBOXES

Manholes, handholes, and pullboxes shall be as indicated. Strength of manholes, handholes, and pullboxes and their frames and covers shall conform to the requirements of IEEE C2. Precast-concrete manholes shall have the required strength established by ASTM C 478, ASTM C 478M. Frames and covers shall be made of gray cast iron and a machine-finished seat shall

be provided to ensure a matching joint between frame and cover. Cast iron shall comply with ASTM A 48, Class 30B, minimum. Handholes for low voltage cables installed in parking lots, sidewalks, and turfed areas shall be fabricated from an aggregate consisting of sand and with continuous woven glass strands having an overall compressive strength of at least 10,000 psi and a flexural strength of at least 5,000 psi. Pullbox and handhole covers in sidewalks, and turfed areas shall be of the same material as the box. Concrete pullboxes shall consist of precast reinforced concrete boxes, extensions, bases, and covers.

2.8 Not used

2.9 Not used2.9.2 Pad-Mounted Transformers

Pad-mounted transformers shall comply with ANSI C57.12.26 and shall be of the loop feed type. Pad-mounted transformer stations shall be assembled and coordinated by one manufacturer and each transformer station shall be shipped as a complete unit so that field installation requirements are limited to mounting each unit on a concrete pad and connecting it to primary and secondary lines. Stainless steel pins and hinges shall be provided. Barriers shall be provided between high- and low-voltage compartments. High-voltage compartment doors shall be interlocked with low-voltage compartment doors to prevent access to any high-voltage section unless its associated low-voltage section door has first been opened. Compartments shall be sized to meet the specific dimensional requirements of ANSI C57.12.26. Pentahead locking bolts shall be provided with provisions for a padlock.

2.9.2.1 High-Voltage Compartments

The high-voltage compartment shall be dead-front construction. Primary switching and protective devices shall include loadbreak switching, oil-immersed, current-limiting, bayonet-type fuses, medium-voltage separable loadbreak connectors, universal bushing wells and inserts or integral one piece bushings and surge arresters. Fuses shall comply with the requirements of paragraph METERING AND PROTECTIVE DEVICES. The switch shall be mounted inside transformer tank with switch operating handle located in high-voltage compartment and equipped with metal loop for hook stick operation. Fuses shall be interlocked with switches so that fuses can be removed only when the associated switch is in the "OPEN" position. Adjacent to medium-voltage cable connections, a nameplate or equivalent stencilled inscription shall be provided inscribed "DO NOT OPEN CABLE CONNECTORS UNLESS SWITCH IS OPEN." Surge arresters shall be fully insulated and configured to terminate on [the same bushing as the primary cable by means of a loadbreak, feed-through bushing insert] [a second set of high voltage bushings].

2.9.2.2 Load-Break Switch

Loop feed sectionalizer switches: Provide three, two-position, oil-immersed type switches to permit closed transition loop feed and sectionalizing. Each switch shall be rated at 15 kV, 95 kV BIL, with a continuous current rating and load-break rating of 200 amperes, and a make-and-latch rating of 10,000 rms amperes symmetrical. Locate the switch handle in the high-voltage compartment.] Operation of switches shall be as follows:

ARRANGEMENT #	DESCRIPTION OF SWITCH ARRANGEMENT	SWITCH POSITION LINE A SW OPEN CLOSE	LINE B SW OPEN CLOSE	XFMR SW OPEN CLOSE

1	Line A connected to Line B and both lines connected to transformer	X	X	X
2	Transformer connected to Line A only	X	X	X
3	Transformer connected to Line B only	X	X	X
4	Transformer open and loop closed	X	X	X
5	Transformer open and loop open	X	X	X

2.9.2.3 Transformer Tank Sections

Transformers shall comply with IEEE ANSI/IEEE C57.12.00, ANSI C57.12.21, and ANSI C57.12.26 and shall be of the mineral oil-insulated type liquid. Transformers shall be suitable for outdoor use and shall have 2 separate windings per phase. Standard NEMA primary taps shall be provided. Where primary taps are not specified, 4, 2-1/2 percent rated kVA high-voltage taps shall be provided 2 above and 2 below rated, primary voltage. Operating handles for primary tap changers for de-energized operation shall be located within high-voltage compartments, externally to transformer tanks. Adjacent to the tap changer operating handle, a nameplate or equivalent stenciled inscription shall be provided and inscribed "DO NOT OPERATE UNDER LOAD." Transformer ratings at 60 Hz shall be as follows:

Three-phase capacity.....75 kVA.

Impedance.....3.75.

Temperature Rise.....65 degrees C.

High-voltage winding.....12,470_____] volts.

High-voltage winding connections.....[_Y____].

Low-voltage winding.....[480/277_____] volts.

Low-voltage winding connections..... ..... [__Y___]

< 2.9.2.4 Low-Voltage Cable Compartments

Neutrals shall be provided with fully-insulated bushings. Clamp type cable terminations, suitable for copper conductors entering from below, shall be provided as necessary.

2.9.2.5 Accessories

High-voltage warning signs shall be permanently attached to each side of transformer stations. Voltage warning signs shall comply with IEEE C2. Copper-faced steel or stainless steel ground connection pads shall be provided in both the high- and low-voltage compartments. Dial-type thermometer, liquid-level gauge, and drain valve with built-in sampling device shall be provided for each transformer station. Insulated-bushing-type parking stands shall be provided adjacent to each separable load-break elbow to provide for cable isolation during sectionalizing operations.
Not used

2.10 METERING AND PROTECTIVE DEVICES

2.10.1 Circuit Breakers, Low-Voltage

2.10.1.1 Low-Voltage Power Circuit Breakers

Not used

2.10.1.2 Molded-Case Circuit Breakers

NEMA AB 1 and UL 489.

2.10.2
Not used

2.12 GROUNDING AND BONDING

2.12.1 Driven Ground Rods

Ground rods shall be copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length.

2.12.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

2.13 CONCRETE AND REINFORCEMENT

Concrete work shall have minimum 3000 psi compressive strength. Reinforcement shall comform with Section 02770.

2.14 PADLOCKS

Padlocks shall comply USFS facility standards.

2.15 Not used

2.16 LIQUID DIELECTRICS

Liquid dielectrics for transformers, capacitors, reclosers, and other liquid-filled electrical equipment shall be non-polychlorinated biphenyl (PCB) mineral-oil or less-flammable liquid as specified. Nonflammable fluids shall not be used. Tetrachloroethylene (perchloroethylene) and 1, 2, 4 trichlorobenzene fluids shall not be used. Liquid dielectrics in retrofitted equipment shall be certified by the manufacturer as having less than 50 parts per million (ppm) PCB content. In lieu of the manufacturer's certification, the CONTRACTOR may submit a test sample of the dielectric in accordance with ASTM D 923 and have tests performed per ASTM D 4059 at a testing facility approved by the Contracting Officer. Equipment with test results indicating PCB level exceeding 50 ppm shall be replaced.

2.17 FACTORY TESTS

Factory tests shall be performed, as follows, in accordance with the applicable publications and with other requirements of these specifications. The Contracting Officer shall be notified at least 10 days before the equipment is ready for testing. The Contracting Officer reserves the right to witness the tests.
a. Transformers: Manufacturer's standard design and other tests in accordance with IEEE ANSI/IEEE C57.12.00.

Not used

2.18

Not used

2.19

Not used

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. . Except as covered herein, excavation, trenching, and backfilling shall conform to the requirements of Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of NFPA 70 and IEEE C2 as applicable.

3.1.2 Verification of Dimensions

The CONTRACTOR shall become familiar with details of the work, shall verify dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing any work.

3.1.3

Not used

3.2 CABLE INSTALLATION

The CONTRACTOR shall obtain from the manufacturer an installation manual or set of instructions which addresses such aspects as cable construction, insulation type, cable diameter, bending radius, cable temperature, lubricants, coefficient of friction, conduit cleaning, storage procedures, moisture seals, testing for and purging moisture, etc. The CONTRACTOR shall then prepare a checklist of significant requirements which shall be submitted along with the manufacturers instructions in accordance with SUBMITTALS.

3.2.1 Cable Installation Plan and Procedure

Cable shall be installed strictly in accordance with the cable manufacturer's recommendations. Each circuit shall be identified by means of a fiber, laminated plastic, or non-ferrous metal tags, or approved equal, in each manhole, handhole, junction box, and each terminal. Each tag shall contain the following information; cable type, conductor size, circuit number, circuit voltage, cable destination and phase identification.

3.2.1.1 Cable Inspection

The cable reel shall be inspected for correct storage positions, signs of physical damage, and broken end seals. If end seal is broken, moisture shall be removed from cable in accordance with the cable manufacturer's recommendations.

3.2.1.2 Duct Cleaning

Duct shall be cleaned with an assembly that consists of a flexible mandrel (manufacturers standard product in lengths recommended for the specific size and type of duct) that is 1/4 inch less than inside diameter of duct, 2 wire brushes, and a rag. The cleaning assembly shall be pulled through conduit a minimum of 2 times or until less than a volume of 8 cubic inches of debris is expelled from the duct.

3.2.1.3 Duct Lubrication

The cable lubricant shall be compatible with the cable jacket for cable that is being installed. Application of lubricant shall be in accordance with lubricant manufacturer's recommendations.

3.2.1.4 Cable Installation

The CONTRACTOR shall provide a cable feeding truck and a cable pulling winch as required. The CONTRACTOR shall provide a pulling grip or pulling eye in accordance with cable manufacturer's recommendations. The pulling grip or pulling eye apparatus shall be attached to polypropylene or manilla rope followed by lubricant front end packs and then by power cables. A dynamometer shall be used to monitor pulling tension. Pulling tension shall not exceed cable manufacturer's recommendations. The CONTRACTOR shall not allow cables to cross over while cables are being fed into duct. For cable installation in cold weather, cables shall be kept at 50 degrees F temperature for at least 24 hours before installation.

3.2.1.5 Cable Installation Plan

The CONTRACTOR shall submit a cable installation plan for all cable pulls in accordance with the detail drawings portion of paragraph SUBMITTALS. Cable installation plan shall include:

a. Site layout drawing with cable pulls identified in numeric order of expected pulling sequence and direction of cable pull.

b. List of cable installation equipment.

c. Lubricant manufacturer's application instructions.

d. Procedure for resealing cable ends to prevent moisture from entering cable.

e. Cable pulling tension calculations of all cable pulls.

f. Cable percentage conduit fill.

g. Cable sidewall thrust pressure.

h. Cable minimum bend radius and minimum diameter of pulling wheels used.

i. Cable jam ratio.

j. Maximum allowable pulling tension on each different type and size of conductor.

k. Maximum allowable pulling tension on pulling device.

3.2.2 Duct Line

Cables shall be installed in duct lines where indicated. Cable splices in low-voltage cables shall be made in manholes and handholes only, except as otherwise noted. Neutral and grounding conductors shall be installed in the same duct with their associated phase conductors.

3.2.3 Direct-Burial

Cables shall be buried directly in the earth as indicated. Minimum cover from the top of a cable to finished grade shall be 30 inches from finished grade.

3.2.3.1 Trenching

Trenches for direct-burial cables shall be excavated to depths required to provide the minimum necessary cable cover. Bottoms of trenches shall be smooth and free of stones and sharp objects. Where bottoms of trenches comprise materials other than sand, a 3 inch layer of sand shall be laid first and compacted to approximate densities of surrounding firm soil.

3.2.3.2 Cable Burial

Cables shall be unreeled along the sides of or in trenches and carefully placed on sand or earth bottoms. Pulling cables into direct-burial trenches from a fixed reel position will not be permitted, except as required to pull cables through conduits under paving or railroad tracks. Where cables cross, a separation of at least 3 inches shall be provided, unless each cable circuit is protected by a nonmetallic conduit sleeve at the crossing. Where single-conductor cable is installed, all 3 phases and the neutral shall be installed in the same sleeve. Bend radius of any cable shall be not less than 12 times the diameter of the cable. In no case shall cables be left under longitudinal tension. The first 6 inch layer of backfill shall be of sand. Machine compaction shall not be used within 6 inches of the cable.

3.2.3.3 Other Requirements

Where direct-burial cables cross under roads or other paving exceeding 5 feet in width, such cables shall be installed in concrete-encased ducts. Where direct-burial cables cross under railroad tracks, such cables shall be installed in reinforced concrete-encased ducts. Ducts shall extend at least 1 foot beyond each edge of any paving and at least 5 feet beyond each side of any railroad tracks. Cables may be pulled into duct from a fixed reel where suitable rollers are provided in the trench. Where direct burial cable transitions to duct-enclosed cable, direct-burial cables shall be centered in duct entrances, and a waterproof nonhardening mastic compound shall be used to facilitate such centering. If paving or railroad tracks are in place where cables are to be installed, coated rigid steel conduits driven under the paving or railroad tracks may be used in lieu of concrete-encased ducts. Damage to conduit coatings shall be prevented by providing ferrous pipe jackets or by predrilling. Where cuts are made in any paving, the paving and subbase shall be restored to their original condition.

3.2.3.4 Low-Voltage Cable Splices

Cable joints or splices in direct-burial cables are not permitted in runs of 1000 feet or less, nor at intervals of less than 1000 feet in longer runs, except as required for taps. Locations of cable joints or splices in shorter intervals, where required to avoid obstructions or damage to cables, shall be approved. Cable joints or splices in direct burial installations shall be installed in above-ground junction boxes or in cast metal splice boxes suitable for direct burial use. Cable joints or splices in duct banks shall be made only in manholes, handholes, or pullboxes.

3.2.3.5 Cable Markers

Markers shall be located near the ends of cable runs, at each cable joint or splice, at approximately every 500 feet along cable runs, and at changes in direction of cable runs. In addition to markers, a 5 mil, brightly colored plastic tape not less than 3 inches in width and suitably inscribed at not more than 10 feet on centers, or other approved dig-in warning indication, shall be placed approximately 12 inches below finished grade levels of trenches.

3.2.4

Not used

3.2.5 Not used

3.2.6

Not used

3.3 CABLE JOINTS

Not used

3.4

Not used

3.4.1

Not used

3.4.2

Not used

3.5 DUCT LINES

3.5.1 Requirements

Numbers and sizes of ducts shall be as indicated. Duct lines shall be laid with a minimum slope of 4 inches per 100 feet. Depending on the contour of the finished grade, the high-point may be at a terminal, a manhole, a handhole, or between manholes or handholes. Short-radius manufactured 90-degree duct bends may be used only for pole or equipment risers, unless specifically indicated as acceptable. The minimum manufactured bend radius shall be 18 inches for ducts of less than 3 inch diameter, and 36 inches for ducts 3 inches or greater in diameter. Otherwise, long sweep bends having a minimum radius of 25 feet shall be used for a change of direction of more than 5 degrees, either horizontally or vertically. Both curved and straight sections may be used to form long sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used. Ducts shall be provided with end bells whenever duct lines terminate in manholes or handholes.

3.5.2 Treatment

Ducts shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. A coupling recommended by the duct manufacturer shall be used whenever an existing duct is connected to a duct of different material or shape. Ducts shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of any water or solid substances. Ducts shall be

thoroughly cleaned before being laid. Plastic ducts shall be stored on a flat surface and protected from the direct rays of the sun.

3.5.3 Concrete Encasement

Ducts requiring concrete encasements shall comply with NFPA 70, except that electrical duct bank configurations for ducts 6 inches in diameter shall be determined by calculation and as shown on the drawings. The separation between adjacent electric power and communication ducts shall conform to IEEE C2. Duct line encasements shall be monolithic construction. Where a connection is made to a previously poured encasement, the new encasement shall be well bonded or doweled to the existing encasement. The CONTRACTOR shall submit proposed bonding method for approval in accordance with the detail drawing portion of paragraph SUBMITTALS. At any point, except railroad and airfield crossings, tops of concrete encasements shall be not less than the cover requirements listed in NFPA 70. At railroad and airfield crossings, duct lines shall be encased with concrete and reinforced as indicated to withstand specified surface loadings. Tops of concrete encasements shall be not less than 5 feet below tops of rails or airfield paving unless otherwise indicated. Where ducts are jacked under existing pavement, rigid steel conduit will be installed because of its strength. To protect the corrosion-resistant conduit coating, predrilling or installing conduit inside a larger iron pipe sleeve (jack-and-sleeve) is required. For crossings of existing railroads and airfield pavements greater than 50 feet in length, the predrilling method or the jack-and-sleeve method will be used. Separators or spacing blocks shall be made of steel, concrete, plastic, or a combination of these materials placed not farther apart than 4 feet on centers. Ducts shall be securely anchored to prevent movement during the placement of concrete and joints shall be staggered at least 6 inches vertically.

3.5.4 Nonencased Direct-Burial

Top of duct lines shall be below the frost line depth of 48 inches, but not less than 30 inches below finished grade and shall be installed with a minimum of 3 inches of earth around each duct, except that between adjacent electric power and communication ducts, 12 inches of earth is required. Bottoms of trenches shall be graded toward manholes or handholes and shall be smooth and free of stones, soft spots, and sharp objects. Where bottoms of trenches comprise materials other than sand, a 3 inch layer of sand shall be laid first and compacted to approximate densities of surrounding firm soil before installing ducts. Joints in adjacent tiers of duct shall be vertically staggered at least 6 inches. The first 6 inch layer of backfill cover shall be sand compacted as previously specified. The rest of the excavation shall be backfilled and compacted in 3 to 6 inch layers. Duct banks may be held in alignment with earth. However, high-tiered banks shall use a wooden frame or equivalent form to hold ducts in alignment prior to backfilling.

3.5.5 Installation of Couplings

Joints in each type of duct shall be made up in accordance with the manufacturer's recommendations for the particular type of duct and coupling selected and as approved.

3.5.5.1 Not used

3.5.6 Duct Line Markers

Duct line markers shall be provided [as indicated] [at the ends of long duct line stubouts or for other ducts whose locations are indeterminate because of duct curvature or terminations at completely below-grade structures]. In addition to markers, a 5 mil brightly colored plastic tape, not less than 3 inches in width and suitably inscribed at not more than 10 feet on centers with a continuous metallic backing and a corrosion-resistant 1 mil metallic foil core to permit easy location of the duct line, shall be placed approximately 300 mm 12 inches below finished grade levels of such lines.

3.6 MANHOLES, HANDHOLES, AND PULLBOXES

3.6.1 General

Manholes shall be constructed approximately where shown. The exact location of each manhole shall be determined after careful consideration has been given to the location of other utilities, grading, and paving. The location of each manhole shall be approved by the Contracting Officer before construction of the manhole is started. Manholes shall be the type noted on the drawings and shall be constructed in accordance with the applicable details as indicated. Top, walls, and bottom shall consist of reinforced concrete. Walls and bottom shall be of monolithic concrete construction. The CONTRACTOR may at his option utilize monolithically constructed precast-concrete manholes having the required strength and inside dimensions as required by the drawings or specifications. In paved areas, frames and covers for manhole and handhole entrances in vehicular traffic areas shall be flush with the finished surface of the paving. In unpaved areas, the top of manhole covers shall be approximately 1/2 inch above the finished grade. Where existing grades that are higher than finished grades are encountered, concrete assemblies designed for the purpose shall be installed to elevate temporarily the manhole cover to existing grade level. All duct lines entering manholes must be installed on compact soil or otherwise supported when entering a manhole to prevent shear stress on the duct at the point of entrance to the manhole. Duct lines entering cast-in-place concrete manholes shall be cast in-place with the manhole. Duct lines entering precast concrete manholes through a precast knockout penetration shall be grouted tight with a portland cement mortar. PVC duct lines entering precast manholes through a PVC endbell shall be solvent welded to the endbell. A cast metal grille-type sump frame and cover shall be installed over the manhole sump. A cable-pulling iron shall be installed in the wall opposite each duct line entrance.

3.6.2

Not used

3.6.3

Not used

3.6.4 Not used

3.6.5 Pullboxes

Pullbox tops shall be flush with sidewalks or curbs or placed 1/2 inchabove surrounding grades when remote from curbed roadways or sidewalks. Covers shall be marked "Low-Voltage" and provided with 2 lifting eyes and 2 hold-down bolts. Each box shall have a suitable opening for a ground rod. Conduit, cable, ground rod entrances, and unused openings shall be sealed with mortar.

3.6.6 Ground Rods

A ground rod shall be installed at the manholes, handholes and pullboxes. Ground rods shall be driven into the earth before the manhole floor is poured so that approximately 4 inches of the ground rod will extend above the manhole floor. When precast concrete manholes are used, the top of the ground rod may be below the manhole floor and a No. 1/0 AWG ground conductor brought into the manhole through a watertight sleeve in the manhole wall.

3.7

Not used

3.10 GROUNDING

3.10.1 Grounding Electrodes

Grounding electrodes shall be installed as shown on the drawings and as follows:

a. Driven rod electrodes - Unless otherwise indicated, ground rods shall be driven into the earth until the tops of the rods are approximately 1 foot below finished grade.

b. Not used

c. Not used

d. Additional electrodes - When the required ground resistance is not met, additional electrodes shall be provided interconnected with grounding conductors to achieve the specified ground resistance. The additional electrodes will be [up to three,10 feet rods spaced a minimum of 10feet apart] [a single extension-type rod, [15.9] [19.1] mm ([5/8] [3/4] inch) [5/8] [3/4] inch diameter, up to 9.1 m (30 feet) 30 feet long, [driven perpendicular to grade] [coupled and driven with the first rod]]. In high ground resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately.

3.10.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors, in compliance with UL 467, and those below grade shall be made by a fusion-welding process. Where grounding conductors are connected to aluminum-composition conductors, specially treated or lined copper-to-aluminum connectors suitable for this purpose shall be used.

3.10.3 Grounding and Bonding Conductors

Grounding and bonding conductors include conductors used to bond transformer enclosures and equipment frames to the grounding electrode system. Grounding and bonding conductors shall be sized as shown, and located to provide maximum physical protection. Bends greater than 45 degrees in ground conductors are not permitted. Routing of ground conductors through concrete shall be avoided. When concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit so as to provide an opening for the ground conductor, and the opening shall be sealed with a suitable compound after installation.

3.10.4 Not used

3.10.5 Manhole, Handhole, or Concrete Pullbox Grounding

Ground rods installed in manholes, handholes, or concrete pullboxes shall be connected to cable racks, cable-pulling irons, the cable shielding, metallic sheath, and armor at each cable joint or splice by means of a No. 4 AWG braided tinned copper wire. Connections to metallic cable sheaths shall be by means of tinned terminals soldered to ground wires and to cable sheaths. Care shall be taken in soldering not to damage metallic cable sheaths or shields. Ground rods shall be protected with a double wrapping of pressure-sensitive plastic tape for a distance of 50 mm 2 inches above and 150 mm 6 inches below concrete penetrations. Grounding electrode conductors shall be neatly and firmly attached to manhole or handhole walls and the amount of exposed bare wire shall be held to a minimum.

3.10.6 Not used

3.10.7 Not used.

3.11 FIELD TESTING

3.11.1 General

Field testing shall be performed in the presence of the Contracting Officer. The CONTRACTOR shall notify the Contracting Officer 10 days prior to conducting tests. The CONTRACTOR shall furnish all materials, labor, and equipment necessary to conduct field tests. The CONTRACTOR shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The CONTRACTOR shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field test reports shall be signed and dated by the CONTRACTOR.

3.11.2 Safety

The CONTRACTOR shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The CONTRACTOR shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.11.3 Ground-Resistance Tests

The resistance of [each grounding electrode] [each grounding electrode system] [the ground mat] [the ground ring] shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

a. Single rod electrode - 25 ohms.

3.11.4 Not used.

3.11.5 Not used.

3.11.6 Low-Voltage Cable Test

Low-voltage cable, complete with splices, shall be tested for insulation resistance after the cables are installed, in their final configuration, ready for connection to the equipment, and prior to energization. The test voltage shall be 500 volts dc, applied for one minute between each conductor and ground and between all possible combinations conductors in the same trench, duct, or cable, with all other conductors in the same trench, duct, or conduit. The minimum value of insulation shall be:

R in megohms = (rated voltage in kV + 1) x 304,800/(length of cable in meters)

R in megohms = (rated voltage in kV + 1) x 1000/(length of cable in feet

Each cable failing this test shall be repaired or replaced. The repaired cable shall be retested until failures have been eliminated.

3.11.7 Liquid-Filled Transformer Tests

The following field tests shall be performed on all liquid-filled transformers. Pass-fail criteria shall be in accordance with transformer manufacturer's specifications.

a. Insulation resistance test phase-to-ground.

b. Turns ratio test.

c. Correct phase sequence.

d. Correct operation of tap changer.

3.11.8 Not used

3.11.9 Not used

3.11.10 Not used

3.11.11 Pre-Energization Services

Calibration, testing, adjustment, and placing into service of the installation shall be accomplished by a manufacturer's product field service engineer or independent testing company with a minimum of 2 years of current product experience. The following services shall be performed on the equipment listed below. These services shall be performed subsequent to testing but prior to the initial energization. The equipment shall be inspected to ensure that installation is in compliance with the recommendations of the manufacturer and as shown on the detail drawings. Terminations of conductors at major equipment shall be inspected to ensure the adequacy of connections. Bare and insulated conductors between such terminations shall be inspected to detect possible damage during installation. If factory tests were not performed on completed assemblies, tests shall be performed after the installation of completed assemblies. Components shall be inspected for damage caused during installation or shipment to ensure packaging materials have been removed. Components capable of being both manually and electrically operated shall be operated manually prior to the first electrical operation. Components capable of being calibrated, adjusted, and tested shall be calibrated, adjusted, and tested in accordance with the instructions of the equipment manufacturer. Items for which such services shall be provided, but are not limited to, are the following:

b. Pad-mounted transformers

c. Panelboards

g. Switches

3.11.13 Operating Tests

After the installation is completed, and at such times as the Contracting Officer may direct, the CONTRACTOR shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the requirements herein. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

3.12 Not used

3.13 ACCEPTANCE

Final acceptance of the facility will not be given until the CONTRACTOR has successfully completed all tests and after all defects in installation, material or operation have been corrected.

END OF SECTION

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