

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>   <b>3</b>
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>04-Nov-2002</b>	4. REQUISITION/PURCHASE REQ. NO. <b>W68MD9-2219-3907</b>		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE <b>DACA67</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>DACA67-03-R-0201</b>	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>09-Oct-2002</b>
				<input type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO.	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>0</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Combined Arms Collective Training Facility (CFCTF), Fort Lewis, WA -- See Attached.  Address Technical Questions to: techbid@nws02.usace.army.mil					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>04-Nov-2002</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**CONTINUATION

This amendment is issued to provide for the following revisions to the solicitation. The attached revised sections are to be replaced in their entirety. All changes are generally identified, for convenience, either by strikeout for deletions, and underlining of text for additions, or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

- A. Revisions to Optional Items 0010, 0011, 0012, 0013, 0014, and 0015 in the Schedule.
- B. Revisions to Section 00700, Contract Clauses, as follows:
  - 1. Delete Clause No. 52.245-2, Government Property (Fixed Price Contracts).
  - 2. Delete Clause No. 52.245.4, Government-Furnished Property (Short Form).
- C. Revisions to Section 00800, Special Clauses, as follows:
  - 1. Index of Drawings revised to indicate changes to Drawing Sheets G1.2, A2.1, A9.3, A35.1, A39.1, A40.1, S7.2, S19.5, S20.1, S20.2, and S28.13.
  - 2. Revisions to Drawing Sheets C0.1, C2.4, C2.7, C2.10, C6.5, C6.6, C6.8, C6.10, S5.1, S5.2, S19.1, M0.2, M2.2, E0.10, E4.3, E9.2, E34.2, E35.2 and E35.3 by notation and sketches.
- D. Revision to the Project Table of Contents.
- E. Revisions to Section 01025, MEASUREMENT AND PAYMENT, corresponding to revisions in the Schedule.
- F. Revision to Section 02630, STORM-DRAINAGE SYSTEM, paragraph 2.1.1.
- G. Revision to Section 05120, STRUCTURAL STEEL, paragraph 3.1.
- H. Deletion of Section 11020, SECURITY VAULT DOOR, in its entirety.
- I. Revision to Section 15080, THERMAL INSULATION FOR MECHANICAL SYSTEMS, to add data to Table II, following Paragraph 3.2.3.1.
- J. Revision to Section 16410, AUTOMATIC TRANSFER SWITCH AND BY-PASS/ISOLATION SWITCH, Paragraph 2.1(h).
- K. Revision to Section 16710, PREMISES DISTRIBUTION SYSTEM, Paragraph 3.2.1.
- L. The proposal submittal time and date, 2:00 p.m., 22 November 2002, remains unchanged.
- M. Offerors are to acknowledge receipt of this amendment by number and date on the Standard Form 1442 BACK, in Block 19.

ENCLOSURES:

Rev. Schedule

Rev. 00700

Rev. 00800

Rev. Project Table of Contents

Rev. Section 01025

Rev. Section 02630

Rev. Section 05120

Rev. Section 15080

Rev. Section 16410

Rev. Section 16710

Rev. Drawing Sheets G1.2, A2.1, A9.3, A35.1, A39.1, A40.1, S7.2, S19.5, S20.1, S20.2, and S28.13

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**SCHEDULE**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEMS:					
0001	All Work for Combined Arms Collective Training Facility, Except for Items 0002 Through 0018	1	JOB	L.S.	\$_____
0002	All Work for Large After Action Review (AAR) Facility at Range 17	1	JOB	L.S.	\$_____
0003	All Work for Small After Action Review (AAR) Facility at Range 32	1	JOB	L.S.	\$_____
0004	All Work at Leschi Town, Except for Items 0005, and 0009 Through 0016	1	JOB	L.S.	\$_____
0005	All Work to Drill and Construct Two (2) Water Supply Wells				
0005AA	First 75 Meters in Depth, Each Well	150	LM	\$_____	\$_____
0005AB	Additional Drilling Beyond a Total of 150 LM, but less than 165 LM	15	LM	\$_____	\$_____
0005AC	Additional Drilling Greater than a Total of 165 LM	10	LM	\$_____	\$_____
0006	All Work for As-Built Drawings as specified in Section 01702 from preparation to final approval	1	JOB	L.S.	\$30,000.00
0007	All Work for O&M Manuals as specified in Section 01701 from preparation to final approval	1	JOB	L.S.	\$75,000.00
0008	All Work for Form 1354 Checklist and Equipment in Place List as specified in Sections 01704 and 01705 from preparation to final approval	1	JOB	L.S.	\$15,000.00
TOTAL BASE ITEMS					\$_____
OPTIONAL ITEMS:					
0009	All Work for ACC Paving of 1 <sup>st</sup> Special Forces Boulevard between Nisqually Circle PCC Pad and "Detail G" PCC Pad; ACC Paving of I Corps Boulevard in Lieu of Gravel Surfacing between "Detail E" PCC Pad and "Detail K" PCC Pad; ACC Paving of Lancer Way and Arrowhead Way in Lieu of Gravel Surfacing; and PCC Pads Shown as Details F, G, I and K, Except for Curbs and Gutters, Which are Part of Item- <del>0001</del> 0004	1	JOB	L.S.	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0010	All Work for ACC Paving of 1 <sup>st</sup> Special Forces Boulevard between “Detail G” PCC Pad and “Detail H” PCC Pad; ACC Paving of I Corps Boulevard in Lieu of Gravel Surfacing between “Detail K” PCC Pad and “Detail L” PCC Pad; ACC Paving of 24 <sup>th</sup> Infantry Way in Lieu of Gravel Surfacing; and PCC Pads Shown as Details H, L and M, Except for Curbs and Gutters, Which are Part of Item <del>0004</del> 0004	1	JOB	L.S.	\$_____
0011	All Work for ACC Paving at Hotel parking lot and entrance ways <del>on 20th Infantry Way</del> , 5-Story Office parking lot <del>on 20th Infantry Way</del> , Alley between Bank and Post Office on I Corps Boulevard, Post Office Parking Lot on I Corps Boulevard and Church parking lot on Lancer Way	1	JOB	L.S.	\$_____
0012	All Work for ACC Paving at Retail and Clinic parking lots and driveways <del>for off</del> of 1st Special Forces Boulevard, Town House parking lot and driveway on Lancer Way, and School drive-thru on 1st Special Forces Boulevard, and from Clinic parking lot to dumpster enclosure including <del>walkway</del> driveway to back of school	1	JOB	L.S.	\$_____
0013	All Work for Town House and Associated Sidewalk <del>with Adjacent Curb and Gutter</del> Fronting Arrowhead Way at Leschi Town, Including Associated Fencing and Parking Lot, <del>But Not Curbs and Gutters Around Parking Lot, Which are Part of Item 0004</del>	1	JOB	L.S.	\$_____
0014	All Work for Town Hall and Associated Sidewalk Fronting Arrowhead Way at Leschi Town, Including Associated Parking Lot, <del>But Not and</del> Curbs and Gutters Around Parking Lot, <del>Which are Part of Item 0004</del>	1	JOB	L.S.	\$_____
0015	All Work for Two Retail Buildings <del>and Associated Sidewalk</del> Fronting Arrowhead Way <del>and Associated Access Drives</del> at Leschi Town	1	JOB	L.S.	\$_____
0016	All Work for Post Office and Associated Sidewalk at Leschi Town	1	JOB	L.S.	\$_____
0017	All Work for Town Hall and Associated Sidewalk Fronting Lancer Way at Leschi Town	1	JOB	L.S.	\$_____
0018	All Work for 3-Story Office Building and Associated Sidewalk at Leschi Town	1	JOB	L.S.	\$_____
	TOTAL OPTIONAL ITEMS				\$_____
	TOTAL BASE AND OPTIONAL ITEMS				\$_____



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## Section 00700 - Contract Clauses

00700 TABLE OF CONTENTS

52.201-4001	Successor Contracting Officers	DEC 1999
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
52.211-13	Time Extensions	SEP 2000
52.212-4007	Environmental Litigation	NOV 1999
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
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
52.225-5	Trade Agreements	FEB 2002
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JUL 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
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
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
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
52.236-2	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
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-1	Property Records	APR 1984
<del>52.245-2</del>	<del>Government Property (Fixed Price Contracts)</del>	<del>DEC 1989</del>
<del>52.245-4</del>	<del>Government-Furnished Property (Short Form)</del>	<del>APR 1984</del>
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
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
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

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)

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

(a) Definitions.

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

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

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a

covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as

provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum

content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

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.

(End of clause)

#### 52.212-4007 ENVIRONMENTAL LITIGATION

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantially or procedurally, the effect of the work on the environment.

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(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) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating 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 contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, 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 or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause 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.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, 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.

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

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, 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 "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; 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 "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) 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

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

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, 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 or cost 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) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause 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)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, 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.

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

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, 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 "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; 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 "as of" date specified on its Certificate of Current Cost or Pricing Data.

(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

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

(End of clause)

#### 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, 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 applies.

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

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

#### 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (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 a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; 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, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, 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 applies.

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

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(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 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)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(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.

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

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all

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

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

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

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

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

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

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

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

(End of clause)

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be

paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(End of clause)

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

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

(End of clause)

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

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of

section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-23 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
<b>4.4%</b>	<b>6.9%</b>

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 **FORT LEWIS, STATE OF WASHINGTON, PIERCE COUNTY**

(End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

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

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

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

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

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the

availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written

record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

Veteran of the Vietnam era means a person who--

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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(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 determine violations of the Federal or State criminal drug statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.225-5 TRADE AGREEMENTS (DEC 2001)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

- (i) Textiles and apparel articles that are subject to textile agreements;
- (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
- (iii) Tuna, prepared or preserved in any manner in airtight containers;
- (iv) Petroleum, or any product derived from petroleum; and
- (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

#### 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 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 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.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxemb ourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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)(4) 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)(4)(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...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

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

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

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

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials,

supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(4) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

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

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

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon

presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

-----

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

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

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

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

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

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

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

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

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

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

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

\_\_\_\_\_.

\_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

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

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

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

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

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

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

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

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

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

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular

570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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)

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for

the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

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

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

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the

Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

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

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

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

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

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

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

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of

the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
  - (2) avoid interruptions of Government operations and delays in project completion dates; and
  - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
  - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (5) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not

relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily

caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

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

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

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

(c)(1) The 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)

#### 52.245-1 PROPERTY RECORDS (APR 1984)

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

(End of clause)

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

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

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

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

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

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

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

~~(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or~~

~~(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.~~

~~(c) Title in Government property. (1) The Government shall retain title to all Government furnished property.~~

~~(2) All Government furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.~~

~~(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.~~

~~(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—~~

~~(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and~~

~~(ii) Title to all other material shall pass to and vest in the Government upon--~~

~~(A) Issuance of the material for use in contract performance;~~

~~(B) Commencement of processing of the material or its use in contract performance; or~~

~~(C) Reimbursement of the cost of the material by the Government, whichever occurs first.~~

~~(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.~~

~~(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.~~

~~(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.~~

~~(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.~~

~~(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(End of clause)~~

#### ~~52.245-4 GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (APR 1984)~~

~~(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—~~

~~(1) The Contractor submits a timely written request for an equitable adjustment; and~~

~~(2) The facts warrant an equitable adjustment.~~

~~(b) Title to Government furnished property shall remain in the Government. The Contractor shall use the Government furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.~~

~~(c) Upon delivery of Government furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except—~~

~~(1) For reasonable wear and tear;~~

~~(2) To the extent property is consumed in performing this contract; or~~

~~(3) As otherwise provided for by the provisions of this contract.~~

~~(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.~~

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

~~(End of clause)~~

#### 52.246-12 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)

#### 52.249-2 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)

#### 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)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(6) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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

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

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

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

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

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

#### 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(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)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

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

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

(End of clause)

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

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

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

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

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of

materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(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.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

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

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

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

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

waters.

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

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any

other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

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

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## TABLE OF CONTENTS

## SPECIAL CLAUSES

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

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SPECIAL CLAUSES

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

The Contractor will be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) to prosecute the work diligently, and (c) to complete the entire work ready for use as shown below. The time stated for completion shall include final cleanup of the premises.

	<u>Completion Time</u>
SC-1.1 All work for Large After Action Review Facility at Range 17, as described in the Phasing Plan in Section 01005	210 Calendar days after Notice to Proceed.
SC-1.2 All work for the Shoot House and After Action Review facility at Range 32, as described in the Phasing Plan in Section 01005	210 Calendar days after Notice to Proceed.
SC-1.3 All work for Leschi Town Phase I, as described in the Phasing Plan in Section 01005	300 Calendar days after Notice to Proceed.
SC-1.4 All work for Leschi Town Phase II, as described in the Phasing Plan in Section 01005	420 Calendar days after Notice to Proceed.
SC-1.5 All other work, including Leschi Town Phase III and the Breach Facility at Range 62, as described in the Phasing Plan in Section 01005	545 Calendar days after Notice to Proceed.

SC-1.6 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Item(s) 0009 through 0018 at any time, or not at all, but no later than 60 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be the same as that for the base item(s), and will be measured from the date of receipt of the notice to proceed for the base item(s).

SC-1.2 Exception to Completion Period(s): In case the Contracting Officer determines that completion of seeding, sodding, and planting, 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.

## 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 sums as shown in the schedule below for each day of delay.

(1) All Work Specified in Paragraph SC-1.1	\$ 1,100.00
(2) All Work Specified in Paragraph SC-1.2	\$ 1,100.00
(3) All Work Specified in Paragraph SC-1.3	\$ 1,100.00
(4) All Work Specified in Paragraph SC-1.4	\$ 1,100.00
(5) All Work Specified in Paragraph SC-1.5	\$ 1,100.00

(6) Liquidated damages under this contract shall in no event exceed a total of \$1,100.00 per day, even if the Contractor is delinquent at any one time in completing more than one of the items of work.

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

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

(d) 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 DELETED.

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)  
(EFARS 52.212-5001): This variation in estimated quantities clause is applicable only to Item No. 0005.

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

(b) Where the actual quantity of work performed for Items No. 0005 is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0005 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items No. 0005 exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

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

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

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

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

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

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

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

(2) General Liability.

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

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

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

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

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

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

SC-6 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.

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 AND SC-13 DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-  
(EFARS 52.231-5000)

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

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

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

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

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAY 1999)-(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
- (c) 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 ash 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

COMBINED ARMS COLLECTIVE TRAINING FACILITY  
 FORT LEWIS, WASHINGTON  
 Project Number: 13643  
 22s/171-90-11

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
<b><u>GENERAL</u></b>				
1	G1.1	TITLE AND AREA MAPS		30 SEP 2002
2	G1.2	INDEX SHEET I	<u>A</u>	<u>25 OCT 2002</u>
3	G1.3	INDEX SHEET II		30 SEP 2002
4	G1.4	LOCATION MAP		30 SEP 2002
<b><u>GEOTECHNICAL</u></b>				
5	GT1.1	EXPLORATION LOGS		30 SEP 2002
6	GT1.2	EXPLORATION LOGS		30 SEP 2002
7	GT1.3	EXPLORATION LOGS		30 SEP 2002
8	GT1.4	EXPLORATION LOGS		30 SEP 2002
9	GT1.5	EXPLORATION LOGS		30 SEP 2002
10	GT1.6	EXPLORATION LOGS		30 SEP 2002
11	GT1.7	EXPLORATION LOGS		30 SEP 2002
12	GT1.8	EXPLORATION LOGS		30 SEP 2002
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
13	GT2.1	LOCATIONS OF EXPLORATIONS - SITE PLAN		30 SEP 2002
<b><u>LESHI TOWN</u></b>				
14	GT3.1	LOCATIONS OF EXPLORATIONS - SITE PLAN		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<b><u>RANGE 32 – SMALL AAR COMPLEX</u></b>				
15	GT4.1	LOCATIONS OF EXPLORATIONS - SITE PLAN		30 SEP 2002
<b><u>RANGE 62 – BREACH FACILITY</u></b>				
16	GT5.1	LOCATIONS OF EXPLORATIONS - SITE PLAN		30 SEP 2002
<b><u>CIVIL</u></b>				
17	CO.1	LEGEND AND ABBREVIATIONS		30 SEP 2002
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
18	C1.1	SITE PLAN		30 SEP 2002
19	C1.2	GRADING PLAN		30 SEP 2002
20	C1.3	UTILITY PLAN		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
21	C2.1	GENERAL SITE PLAN		30 SEP 2002
22	C2.2	DEMOLITION PLAN		30 SEP 2002
23	C2.3	SITE PLAN I		30 SEP 2002
24	C2.4	SITE PLAN 2		30 SEP 2002
25	C2.5	SITE PLAN 3		30 SEP 2002
26	C2.6	SITE PLAN 4		30 SEP 2002
27	C2.7	SITE PLAN 5		30 SEP 2002
28	C2.8	SITE PLAN 6		30 SEP 2002
29	C2.9	SITE PLAN 7		30 SEP 2002
30	C2.10	SITE PLAN 8		30 SEP 2002
31	C2.11	SITE PLAN 9		30 SEP 2002
32	C2.12	SITE PLAN 10		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
33	C2.13	GRADING PLAN 1		30 SEP 2002
34	C2.14	GRADING PLAN 2		30 SEP 2002
35	C2.15	GRADING PLAN 3		30 SEP 2002
36	C2.16	GRADING PLAN 4		30 SEP 2002
37	C2.17	GRADING PLAN 5		30 SEP 2002
38	C2.18	GRADING PLAN 6		30 SEP 2002
39	C2.19	GRADING PLAN 7		30 SEP 2002
40	C2.20	GRADING PLAN 8		30 SEP 2002
41	C2.21	GRADING PLAN 9		30 SEP 2002
42	C2.22	GRADING PLAN 10		30 SEP 2002
43	C2.23	UTILITY PLAN 2		30 SEP 2002
44	C2.24	UTILITY PLAN 3		30 SEP 2002
45	C2.25	UTILITY PLAN 4		30 SEP 2002
<b><u>RANGE 32 - SHOOTHOUSE</u></b>				
46	C3.1	SITE PLAN		30 SEP 2002
<b><u>RANGE 62 – BREACH FACILITY</u></b>				
47	C4.1	SITE PLAN		30 SEP 2002
48	C4.2	FENCE STANDOFF PLAN		30 SEP 2002
<b><u>PROFILES</u></b>				
49	C5.1	1 <sup>ST</sup> SPECIAL FORCES BLVD PROFILE 1		30 SEP 2002
50	C5.2	1 <sup>ST</sup> SPECIAL FORCES BLVD PROFILE 2		30 SEP 2002
51	C5.3	I CORPS BLVD PROFILE 1		30 SEP 2002
52	C5.4	I CORPS BLVD PROFILE 2		30 SEP 2002
53	C5.5	23 <sup>RD</sup> INFANTRY WAY PROFILE		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
54	C5.6	120 <sup>TH</sup> INFANTRY WAY/LANCER WAY PROFILE		30 SEP 2002
55	C5.7	SUA SPONTE CIRCLE/ARROWHEAD WAY PROFILE		30 SEP 2002
56	C5.8	24 <sup>TH</sup> INFANTRY WAY PROFILE		30 SEP 2002
57	C5.9	GOEDKOOP SHANNON RAILROAD PROFILE		30 SEP 2002
58	C5.10	CANAL PROFILE		30 SEP 2002
<b><u>SECTIONS AND DETAILS</u></b>				
59	C6.1	ENLARGED CEMETERY PLAN		30 SEP 2002
60	C6.2	ENLARGED RESIDENTIAL HOUSING PLAN		30 SEP 2002
61	C6.3	SECTIONS		30 SEP 2002
62	C6.4	CONCRETE JOINT LAYOUT PLAN 1		30 SEP 2002
63	C6.5	CONCRETE JOINT LAYOUT PLAN 2 (OPTION)		30 SEP 2002
64	C6.6	CONCRETE JOINT LAYOUT PLAN 3 (OPTION)		30 SEP 2002
65	C6.7	CONCRETE JOINT DETAILS		30 SEP 2002
66	6.8	UTILITY DETAILS 1		30 SEP 2002
67	C6.9	UTILITY DETAILS 2		30 SEP 2002
68	C6.10	UTILITY DETAILS 3		30 SEP 2002
69	C6.11	UTILITY DETAILS 4		30 SEP 2002
70	C6.12	MISCELLANEOUS DETAILS 1		30 SEP 2002
71	C6.13	MISCELLANEOUS DETAILS 2		30 SEP 2002
72	C6.14	FENCING DETAIL 1		30 SEP 2002
73	C6.15	FENCING DETAIL 2		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
74	C6.16	FENCING DETAIL 3		30 SEP 2002
75	C6.17	FENDING DETAIL 4		30 SEP 2002
<b><u>LANDSCAPE</u></b>				
76	LO.1	LANDSCAPE PLANT LIST, LEGEND & GENERAL NOTES		30 SEP 2002
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
77	L1.1	LANDSCAPE PLAN		30 SEP 2002
78	L1.2	IRRIGATION PLAN		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
79	L2.1	LANDSCAPE PLAN 1		30 SEP 2002
80	L2.2	LANDSCAPE PLAN 2		30 SEP 2002
81	L2.3	LANDSCAPE PLAN 3		30 SEP 2002
82	L2.4	LANDSCAPE PLAN 4		30 SEP 2002
83	L2.5	LANDSCAPE PLAN 5		30 SEP 2002
84	L2.6	LANDSCAPE PLAN 6		30 SEP 2002
85	L2.7	LANDSCAPE PLAN 7		30 SEP 2002
86	L2.8	LANDSCAPE PLAN 8		30 SEP 2002
87	L2.9	LANDSCAPE PLAN 9		30 SEP 2002
88	L2.10	LANDSCAPE PLAN 10		30 SEP 2002
89	L5.1	LANDSCAPE DETAILS 1		30 SEP 2002
90	L5.2	LANDSCAPE DETAILS 2		30 SEP 2002
91	L5.3	LANDSCAPE DETAILS 3		30 SEP 2002
<b><u>ARCHITECTURAL</u></b>				
92	A0.1	ARCHITECTURAL ABBREVIATIONS		30 SEP 2002
93	A0.2	GENERAL ARCHITECTURAL NOTES		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
94	A1.1	CONTROL CENTER PLANS		30 SEP 2002
95	A1.2	CONTROL CENTER ELEVATIONS		30 SEP 2002
96	A2.1	AAR BUILDING PLANS	<u>A</u>	<u>24 OCT 2002</u>
97	A2.2	AAR BUILDING ELEVATIONS		30 SEP 2002
98	A3.1	WORKSHOP PLANS		30 SEP 2002
99	A3.2	WORKSHOP ELEVATIONS		30 SEP 2002
100	A4.1	LATRINE PLANS		30 SEP 2002
101	A4.2	LATRINE ELEVATIONS		30 SEP 2002
102	A5.1	PUMPHOUSE PLANS & ELEVATIONS		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
103	A6.1	FIVE STORY OFFICE PLANS I		30 SEP 2002
104	A6.2	FIVE STORY OFFICE PLANS II		30 SEP 2002
105	A6.3	FIVE STORY OFFICE ELEVATIONS		30 SEP 2002
106	A6.4	FIVE STORY OFFICE BUILDING SECTION		30 SEP 2002
107	A7.1	RETAIL BLDG. “A” FLOOR & ROOF PLANS		30 SEP 2002
108	A7.2	RETAIL BLDG. “A” ELEVATIONS		30 SEP 2002
109	A8.1	THREE STORY OFFICE FLOOR & ROOF PLANS		30 SEP 2002
110	A8.2	THREE STORY OFFICE ELEVATIONS		30 SEP 2002
111	A8.3	THREE STORY OFFICE BLDG. SECTION		30 SEP 2002
112	A8.4	THREE STORY OFFICE ENLARGED STAIR PLANS/STAIR SECTION		30 SEP 2002
113	A9.1	RESIDENCE – TYPE A FLOOR & ROOF PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
114	A9.2	RESIDENCE – TYPE A ELEVATIONS		30 SEP 2002
115	A9.3	RESIDENCE – TYPE B FLOOR & ROOF PLANS	<u>A</u>	<u>24 OCT 2002</u>
116	A9.4	RESIDENCE – TYPE B ELEVATIONS		30 SEP 2002
117	A9.5	RESIDENCE – TYPE C FLOOR & ROOF PLANS		30 SEP 2002
118	A9.6	RESIDENCE – TYPE C ELEVATIONS		30 SEP 2002
119	A9.7	RESIDENCE – TYPE D FLOOR & ROOF PLANS		30 SEP 2002
120	A9.8	RESIDENCE – TYPE D ELEVATIONS		30 SEP 2002
121	A9.9	WAREHOUSE “A” FLOOR PLAN		30 SEP 2002
122	A10.2	WAREHOUSE “A” ELEVATIONS		30 SEP 2002
123	A10.3	WAREHOUSE “A” BLDG. SECTION		30 SEP 2002
124	A11.1	WAREHOUSE “B” FLOOR PLAN		30 SEP 2002
125	A11.2	WAREHOUSE “B” ELEVATIONS		30 SEP 2002
126	A12.1	TOWNHOUSE FLOOR & ROOF PLANS		30 SEP 2002
127	A12.2	TOWNHOUSE ELEVATIONS		30 SEP 2002
128	A13.1	HOTEL FLOOR & ROOF PLANS		30 SEP 2002
129	A13.2	HOTEL BUILDING ELEVATIONS		30 SEP 2002
130	A13.3	HOTEL BUILDING SECTION		30 SEP 2002
131	A14.1	SCHOOL FLOOR PLANS		30 SEP 2002
132	A14.2	SCHOOL ROOF PLAN		30 SEP 2002
133	A14.3	SCHOOL BUILDING ELEVATIONS		30 SEP 2002
134	A14.4	SCHOOL BUILDING SECTION/STAIR DETAILS		30 SEP 2002
135	A15.1	CHURCH FLOOR & ROOF PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
136	A15.2	CHURCH ELEVATIONS		30 SEP 2002
137	A16.1	BANK FLOOR & ROOF PLANS		30 SEP 2002
138	A16.2	BANK ELEVATIONS		30 SEP 2002
139	A17.1	POLICE STATION FLOOR & ROOF PLANS		30 SEP 2002
140	A17.2	POLICE STATION ELEVATIONS		30 SEP 2002
141	A18.1	SERVICE STATION FLOOR & ROOF PLANS		30 SEP 2002
142	A18.2	SERVICE STATION ELEVATIONS		30 SEP 2002
143	A19.1	CLINIC FLOOR & ROOF PLANS		30 SEP 2002
144	A19.2	CLINIC ELEVATIONS		30 SEP 2002
145	A20.1	PUMPHOUSE PLANS & ELEVATIONS		30 SEP 2002
146	A21.1	MUNICIPAL BLDG. FLOOR PLANS		30 SEP 2002
147	A21.2	MUNICIPAL BLDG. FLOOR & ROOF PLANS		30 SEP 2002
148	A21.3	MUNICIPAL BLDG. ELEVATIONS		30 SEP 2002
149	A21.4	MUNICIPAL BLDG. BLDG. SECTION/ELE. SHAFT WITH STAIR SECTION		30 SEP 2002
150	A22.1	TOWN HALL FLOOR & ROOF PLANS		30 SEP 2002
151	A22.2	TOWN HALL BUILDING ELEVATIONS		30 SEP 2002
152	A22.3	TOWN HALL BUILDING SECTION / SECTION DETAILS		30 SEP 2002
153	A23.1	FIRE STATION FLOOR & ROOF PLANS		30 SEP 2002
154	A23.2	FIRE STATION ELEVATIONS		30 SEP 2002
155	A24.1	POST OFFICE FLOOR & ROOF PLANS		30 SEP 2002
156	A24.2	POST OFFICE ELEVATIONS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
157	A25.1	OPEN AIR MARKET PLANS		30 SEP 2002
158	A25.2	OPEN AIR MARKET ELEVATIONS		30 SEP 2002
<b><u>LESCHI TOWN – GARRISON AREA</u></b>				
159	A26.1	BARRACKS FLOOR & ROOF PLANS		30 SEP 2002
160	A26.2	BARRACKS BUILDING ELEVATIONS		30 SEP 2002
161	A26.3	HEADQUARTERS FLOOR & ROOF PLANS		30 SEP 2002
162	A26.4	HEADQUARTERS BUILDING ELEVATIONS		30 SEP 2002
163	A26.5	MESS & SUPPLY FLOOR & ROOF PLANS		30 SEP 2002
164	A26.6	MESS & SUPPLY BUILDING ELEVATIONS		30 SEP 2002
165	A26.7	SHOWER/LATRINE FLOOR PLANS		30 SEP 2002
166	A26.8	SHOWER/LATRINE BUILDING ELEVATIONS		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
167	A27.1	RADIO STATION BUILDING PLANS		30 SEP 2002
168	A27.2	RADIO STATION BUILDING ELEVATIONS		30 SEP 2002
169	A28.1	JUNKYARD OFFICE PLANS/ELEVATIONS		30 SEP 2002
170	A29.1	FUEL STATION ATTENDANT BLDG.		30 SEP 2002
171	A29.2	FUEL STATION PUMP ISLAND		30 SEP 2002
<b><u>LESCHI TOWN - FARM</u></b>				
172	A30.1	FARMHOUSE PLANS		30 SEP 2002
173	A30.2	FARMHOUSE ELEVATIONS		30 SEP 2002
174	A30.3	BARN PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
175	A30.4	BARN ELEVATIONS		30 SEP 2002
176	A30.5	CHICKEN HOUSE PLANS/ELEVATIONS		30 SEP 2002
177	A30.6	ROOT CELLAR/STORAGE SHACK PLANS/SECTIONS		30 SEP 2002
<u>178</u>	<u>A31.1</u>	<u>POWER SUBSTATION ROOF PLAN &amp; ELEVS</u>		<u>30 SEP 2002</u>
<b><u>RANGE 32 – SHOOT HOUSE</u></b>				
<u>179</u>	A32.1	SMALL AAR		30 SEP 2002
<u>180</u>	A32.2	SHOOT HOUSE ENTRY MODIFICATIONS		30 SEP 2002
<b><u>DETAILS AND SCHEDULES</u></b>				
<u>181</u>	A33.1	PROJECT DOOR SCHEDULE I		30 SEP 2002
<u>182</u>	A33.2	PROJECT DOOR SCHEDULE II		30 SEP 2002
<u>183</u>	A33.3	PROJECT DOOR SCHEDULE III		30 SEP 2002
<u>184</u>	A33.4	PROJECT DOOR SCHEDULE IV		30 SEP 2002
<u>185</u>	A33.5	DOOR AND WINDOW DETAILS		30 SEP 2002
<u>186</u>	A35.1	ROOM FINISH SCHEDULE	<u>A</u>	<u>24 OCT 2002</u>
<u>187</u>	A35.2	BUILDING TRIM SCHEDULE		30 SEP 2002
<u>188</u>	A36.1	MISC. DETAILS I		30 SEP 2002
<u>189</u>	A36.2	MISC. DETAILS II		30 SEP 2002
<u>190</u>	A37.1	STAIR DETAILS		30 SEP 2002
<u>191</u>	<u>A37.2</u>	<u>STAIRS AT CHURCH, TOWNHOUSE</u>		<u>30 SEP 2002</u>
<u>192</u>	<u>A37.3</u>	<u>STAIR SECTIONS AT RESIDENCE</u>		<u>30 SEP 2002</u>
<u>193</u>	<u>A37.4</u>	<u>STAIRS AT FARMHOUSE POLICE STATION</u>		<u>30 SEP 2002</u>
<u>194</u>	A38.1	WALL SECTIONS		30 SEP 2002
<u>195</u>	<del>A40.1</del> <u>A39.1</u>	AUDIO-VISUAL EQUIPMENT DETAILS	<u>A</u>	<u>25 OCT 2002</u>

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>196</u>	<del>A41</del> <u>A40.1</u>	LESCHI TOWN SIGNAGE	<u>A</u>	<u>25 OCT 2002</u>
<b><u>FIRE PROTECTION</u></b>				
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
<u>197</u>	FP1.1	FIRE PROTECTION PLAN I CONTROL CENTER BLDG.		30 SEP 2002
<u>198</u>	FP1.2	FIRE PROTECTION PLAN II AAR BLDG.		30 SEP 2002
<u>199</u>	FP1.3	FIRE PROTECTION PLAN III WORKSHOP BLDG.		30 SEP 2002
<b><u>RANGE 32 – SHOOT HOUSE</u></b>				
<u>200</u>	FP2.1	FIRE PROTECTION PLAN IV SMALL AAR BLDG.		30 SEP 2002
<u>201</u>	FP3.1	FIRE PROTECTION DETAILS SMALL ARR BLDG.		30 SEP 2002
<b><u>STRUCTURAL</u></b>				
<u>202</u>	S0.1	STRUCTURAL NOTES I		30 SEP 2002
<u>203</u>	S0.2	STRUCTURAL NOTES II		30 SEP 2002
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
<u>204</u>	S1.1	AAR BUILDING FOUNDATION PLAN		30 SEP 2002
<u>205</u>	S1.2	CONTROL AREA FOUNDATION PLAN		30 SEP 2002
<u>206</u>	S1.3	WORKSHOP FOUNDATION PLAN		30 SEP 2002
<u>207</u>	S1.4	LATRINE FOUNDATION & ROOF FRAMING PLANS		30 SEP 2002
<b><u>LESCHI TOWN – FIVE STORY OFFICE BLDG.</u></b>				
<u>208</u>	S2.1	FOUNDATION PLAN		30 SEP 2002
<u>209</u>	S2.2	SECOND, THIRD, FOURTH, & FIFTH FLOOR FRAMING PLANS		30 SEP 2002
<u>210</u>	S2.3	ROOF FRAMING PLAN		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>211</u>	S2.4	SHEARWALL REINFORCEMENT ELEVATIONS I		30 SEP 2002
<u>212</u>	S2.5	SHEARWALL REINFORCEMENT ELEVATIONS II		30 SEP 2002
<b><u>LESCHI TOWN – RETAIL BUILDING</u></b>				
<u>213</u>	S3.1	FOUNDATION PLAN		30 SEP 2002
<u>214</u>	S3.2	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN – THREE STORY OFFICE BLDG.</u></b>				
<u>215</u>	S4.1	FOUNDATION PLAN		30 SEP 2002
<u>216</u>	S4.2	SECOND FLOOR PLAN		30 SEP 2002
<u>217</u>	S4.3	THIRD FLOOR PLAN		30 SEP 2002
<u>218</u>	S4.4	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN – RESIDENTIAL BUILDINGS</u></b>				
<u>219</u>	S5.1	FOUNDATION AND FRAMING PLANS – TYPE A		30 SEP 2002
<u>220</u>	S5.2	FOUNDATION AND FRAMING PLANS – TYPE B		30 SEP 2002
<u>221</u>	S5.3	FOUNDATION AND FRAMING PLANS – TYPE C		30 SEP 2002
<u>222</u>	S5.4	FOUNDATION AND FRAMING PLANS – TYPE D		30 SEP 2002
<u>223</u>	S5.5	ROOF FRAMING PLANS		30 SEP 2002
<b><u>LESCHI TOWN - WAREHOUSE</u></b>				
<u>224</u>	S6.1	WAREHOUSE “A” FOUNDATION PLAN		30 SEP 2002
<b><u>LESCHI TOWN - TOWNHOUSE</u></b>				
<u>225</u>	S7.1	BASEMENT, FIRST & SECOND FLOOR FRAMING PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>226</u>	S7.2	ATTIC FLOOR & ROOF FRAMING PLANS	<u>A</u>	<u>25 OCT 2002</u>
<b><u>LESHI TOWN - HOTEL</u></b>				
<u>227</u>	S8.1	BASEMENT FLOOR PLAN		30 SEP 2002
<u>228</u>	S8.2	FIRST FLOOR FRAMING PLAN		30 SEP 2002
<u>229</u>	S8.3	SECOND & THIRD FLOOR FRAMING PLANS		30 SEP 2002
<u>230</u>	S8.4	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN - SCHOOL</u></b>				
<u>231</u>	S9.1	FOUNDATION AND SECOND FLOOR PLANS		30 SEP 2002
<u>232</u>	S9.2	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN - CHURCH</u></b>				
<u>233</u>	S10.1	FOUNDATION PLAN		30 SEP 2002
<u>234</u>	S10.2	SECOND FLOOR AND ROOF FRAMING PLANS		30 SEP 2002
<u>235</u>	S10.3	ROOF FRAMING SCHEDULE AND STEEPLE		30 SEP 2002
<b><u>LESCHI TOWN - BANK</u></b>				
<u>236</u>	S11.1	FOUNDATION AND ROOF FRAMING PLANS		30 SEP 2002
<b><u>LESCHI TOWN – POLICE STATION</u></b>				
<u>237</u>	S12.1	BASEMENT FLOOR PLAN		30 SEP 2002
<u>238</u>	S12.2	FIRST FLOOR PLAN		30 SEP 2002
<u>239</u>	S12.3	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN – SERVICE STATION</u></b>				
<u>240</u>	S13.1	FOUNDATION AND ROOF FRAMING PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<b><u>LESCHI TOWN - CLINIC</u></b>				
<u>240</u>	S14.1	BASEMENT FLOOR PLAN		30 SEP 2002
<u>242</u>	S14.2	FIRST FLOOR PLAN		30 SEP 2002
<u>243</u>	S14.3	ROOF FRAMING PLAN		30 SEP 2002
<b><u>LESCHI TOWN – MUNICIPAL BUILDING</u></b>				
<u>244</u>	S15.1	BASEMENT FLOOR PLAN		30 SEP 2002
<u>245</u>	S15.2	FIRST FLOOR PLAN		30 SEP 2002
<u>246</u>	S15.3	SECOND AND THIRD FLOOR PLANS		30 SEP 2002
<u>247</u>	S15.4	ROOF FRAMING PLAN		30 SEP 2002
<u>248</u>	S15.5	SHEARWALL REINFORCEMENT ELEVATIONS I		30 SEP 2002
<u>249</u>	S15.6	SHEARWALL REINFORCEMENT ELEVATIONS II		30 SEP 2002
<b><u>LESCHI TOWN – TOWN HALL</u></b>				
<u>250</u>	S16.1	FOUNDATION PLAN		30 SEP 2002
<u>251</u>	S16.2	SECOND FLOOR AND ROOF FRAMING PLANS		30 SEP 2002
<u>252</u>	S16.3	SHEARWALL REINFORCEMENT ELEVATION		30 SEP 2002
<b><u>LESCHI TOWN – FIRE STATION</u></b>				
<u>253</u>	S17.1	FOUNDATION AND ROOF FRAMING PLANS		30 SEP 2002
<b><u>LESCHI TOWN – POST OFFICE</u></b>				
<u>254</u>	S18.1	FOUNDATION AND ROOF FRAMING PLANS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<b><u>LESCHI TOWN BRIDGES</u></b>				
<u>255</u>	S19.1	PEDESTRIAN BRIDGE ELEVATION & SECTION		30 SEP 2002
<u>256</u>	S19.2	PEDESTRIAN BRIDGE FENCE DETAILS		30 SEP 2002
<u>257</u>	S19.3	PEDESTRIAN BRIDGE BEARING DETAILS		30 SEP 2002
<u>258</u>	S19.4	CHANNEL BRIDGE PLAN, ELEV. & DETAILS		30 SEP 2002
<u>259</u>	S19.5	CHANNEL BRIDGE ABUTMENT DETAILS	<u>A</u>	<u>24 OCT 2002</u>
<b><u>RANGE 32 - SHOOTHOUSE</u></b>				
<u>260</u>	S20.1	FOUNDATION & ROOF FRAMING PLANS	<u>A</u>	<u>24 OCT 2002</u>
<u>261</u>	S20.2	SMALL AAR FOUNDATION PLAN	<u>A</u>	<u>24 OCT 2002</u>
<b><u>BARRACKS</u></b>				
<u>262</u>	S21.1	FOUNDATION & ROOF FRAMING PLANS		30 SEP 2002
<b><u>RADIO STATION BUILDING</u></b>				
<u>263</u>	S22.1	FOUNDATION & ROOF FRAMING PLANS		30 SEP 2002
<b><u>FARMHOUSE</u></b>				
<u>264</u>	S23.1	FOUNDATION, 2 <sup>ND</sup> FLOOR & ROOF FRAMING PLANS		30 SEP 2002
<u>265</u>	S23.2	BARN FOUNDATION PLAN		30 SEP 2002
<b><u>MISCELLANEOUS BUILDINGS</u></b>				
<u>266</u>	S24.1	FOUNDATION & ROOF FRAMING PLANS		30 SEP 2002
<u>267</u>	S24.2	OPEN AIR MARKET FOUNDATION PLAN		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<b><u>MISCELLANEOUS DETAILS</u></b>				
<u>268</u>	S25.1	BREACH FACILITY PLATFORM PLAN & ELEVATION		30 SEP 2002
<u>269</u>	S25.2	BREACH FACILITY PLATFORM DETAILS		30 SEP 2002
<u>270</u>	S25.3	BREACH FACILITY DETAILS		30 SEP 2002
<b><u>FOUNDATION DETAILS</u></b>				
<u>271</u>	S26.1	FOUNDATION AND SLAB DETAILS		30 SEP 2002
<u>272</u>	S26.2	FOOTING DETAILS I		30 SEP 2002
<u>273</u>	S26.3	FOOTING DETAILS II		30 SEP 2002
<u>274</u>	S26.4	FOOTING DETAILS III		30 SEP 2002
<u>275</u>	S26.5	FOOTING DETAILS IV		30 SEP 2002
<u>276</u>	S26.6	FOOTING DETAILS V		30 SEP 2002
<u>277</u>	S26.7	FOOTING DETAILS VI		30 SEP 2002
<b><u>MASONRY DETAILS</u></b>				
<u>278</u>	S27.1	TYPICAL WALL ELEVATIONS		30 SEP 2002
<u>279</u>	S27.2	MASONRY DETAILS		30 SEP 2002
<u>280</u>	S27.3	LINTEL DETAILS		30 SEP 2002
<u>281</u>	S27.4	SHEAR STEEL DETAILS		30 SEP 2002
<u>282</u>	S27.5	WALL SECTIONS & DETAILS I		30 SEP 2002
<u>283</u>	S27.6	WALL SECTIONS & DETAILS II		30 SEP 2002
<u>284</u>	S27.7	PARTITION WALL SECTIONS		30 SEP 2002
<b><u>FRAMING DETAILS</u></b>				
<u>285</u>	S28.1	HOLLOW CORE SLAB DETAILS		30 SEP 2002
<u>286</u>	S28.2	TOPPING SLAB DETAILS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>287</u>	S28.3	STEEL FRAMING DETAILS I		30 SEP 2002
<u>288</u>	S28.4	STEEL FRAMING DETAILS II		30 SEP 2002
<u>289</u>	S28.5	STEEL FRAMING DETAILS III		30 SEP 2002
<u>290</u>	S28.6	STEEL FRAMING DETAILS IV		30 SEP 2002
<u>291</u>	S28.7	STEEL FRAMING DETAILS V		30 SEP 2002
<u>292</u>	S28.8	STEEL FRAMING DETAILS VI		30 SEP 2002
<u>293</u>	S28.9	STEEL FRAMING DETAILS VII		30 SEP 2002
<u>294</u>	S28.10	WOOD FRAMING DETAILS		30 SEP 2002
<u>295</u>	S28.11	STAIR <del>FRAMING</del> & GUARDRAIL SECTION & DETAILS I		30 SEP 2002
<u>296</u>	S28.12	STAIR & GUARDRAIL <del>FRAMING</del> SECTION & DETAILS II		30 SEP 2002
<u>297</u>	S28.13	STAIR & GUARDRAIL <del>FRAMING</del> SECTION & DETAILS III	<u>A</u>	<u>28 OCT 2002</u>
<b><u>SCHEDULES</u></b>				
<u>298</u>	S30.1	MASONRY SCHEDULE		30 SEP 2002
<b><u>LESCHI TOWN DOCKS</u></b>				
<u>299</u>	S31.1	TYPICAL RAMP DETAILS		30 SEP 2002
<u>300</u>	S31.2	RAIL HEAD RAMP DETAILS II		30 SEP 2002
<u>301</u>	S31.3	TRUCK RAMP DETAILS		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
<u>302</u>	S32.1	MOCK RADIO STATION TOWER FOUNDATION ELEVATION AND DETAILS		30 SEP 2002
<b><u>MECHANICAL</u></b>				
<u>303</u>	M0.1	MECHANICAL LEGEND & ABBREVIATIONS		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>304</u>	M0.2	EQUIPMENT SCHEDULES		30 SEP 2002
<b><u>RANGE 17 LARGE AAR</u></b>				
<u>305</u>	M1.1	CONTROL CENTER HVAC FLOOR PLAN		30 SEP 2002
<u>306</u>	M1.2	AAR BUILDING HVAC FLOOR PLAN		30 SEP 2002
<u>307</u>	M1.3	WORKSHOP HVAC FLOOR PLAN		30 SEP 2002
<u>308</u>	M1.4	LATRINE HVAC FLOOR PLAN		30 SEP 2002
<u>309</u>	M1.5	PUMPHOUSE HVAC FLOOR PLAN		30 SEP 2002
<u>310</u>	M1.6	PUMPHOUSE SCHEMATIC		30 SEP 2002
<u>311</u>	M1.7	HVAC CONTROLS		30 SEP 2002
<u>312</u>	M1.8	CONTROL CENTER PLUMBING FLOOR PLAN		30 SEP 2002
<u>313</u>	M1.9	WORKSHOP PLUMBING FLOOR PLAN		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
<u>314</u>	M2.1	UNDERGROUND TRAINER VENTILATION DETAILS		30 SEP 2002
<u>315</u>	M.2.	SCHOOL & CLINIC HVAC PLAN		30 SEP 2002
<u>316</u>	M2.3	SCHOOL PLUMBING FLOOR PLAN		30 SEP 2002
<u>317</u>	M2.4	CLINIC PLUMBING FLOOR PLAN		30 SEP 2002
<u>318</u>	M2.5	PUMPHOUSE MECH PLAN		30 SEP 2002
<u>319</u>	M2.6	PUMPHOUSE SCHEMATIC		30 SEP 2002
<b><u>RANGE 32 SHOOT HOUSE</u></b>				
<u>320</u>	M3.1	SMALL AAR HVAC PLAN AND CONTROL		30 SEP 2002
<u>321</u>	M4.1	DETAILS I		30 SEP 2002
<u>322</u>	M4.2	DETAILS II		30 SEP 2002
<b><u>ELECTRICAL</u></b>				

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>323</u>	E0.1	LEGENDS		30 SEP 2002
<u>324</u>	E0.2	SITE PLAN SOUTH		30 SEP 2002
<u>325</u>	E0.3	SITE PLAN NORTH		30 SEP 2002
<u>326</u>	E0.4	LESCHI SITE PLAN 1		30 SEP 2002
<u>327</u>	E0.5	LESCHI SITE PLAN 2		30 SEP 2002
<u>328</u>	E0.6	LESCHI SITE PLAN 3		30 SEP 2002
<u>329</u>	E0.7	LESCHI SITE PLAN 4		30 SEP 2002
<u>330</u>	E0.8	LESCHI SITE PLAN 5		30 SEP 2002
<u>331</u>	E0.9	LESCHI SITE PLAN 6		30 SEP 2002
<u>332</u>	E0.10	LESCHI SITE PLAN 7		30 SEP 2002
<u>333</u>	E0.11	LESCHI SITE PLAN 8		30 SEP 2002
<u>334</u>	E0.12	LESCHI SITE PLAN 9		30 SEP 2002
<u>335</u>	E0.13	LESCHI SITE PLAN 10		30 SEP 2002
<b><u>RANGE 17 – LARGE AAR COMPLEX</u></b>				
<u>336</u>	E1.1	AAR SITE PLAN		30 SEP 2002
<u>337</u>	E1.2	AAR CONTROL CENTER		30 SEP 2002
<u>338</u>	E1.3	AAR BUILDING		30 SEP 2002
<u>339</u>	E1.4	AAR WORKSHOP		30 SEP 2002
<u>340</u>	E1.5	AAR LATRINE		30 SEP 2002
<u>341</u>	E1.6	PUMPHOUSE		30 SEP 2002
<u>342</u>	E1.7	ONE-LINES		30 SEP 2002
<u>343</u>	E1.8	COMMUNICATIONS HUT		30 SEP 2002
<b><u>LESCHI TOWN</u></b>				
<u>344</u>	E2.1	5-STORY OFFICE BLDG.		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>345</u>	E2.2	5-STORY OFFICE BLDG.		30 SEP 2002
<u>346</u>	E2.3	5-STORY OFFICE BLDG.		30 SEP 2002
<u>347</u>	E2.4	5-STORY OFFICE BLDG.		30 SEP 2002
<u>348</u>	E2.5	5-STORY OFFICE BLDG.		30 SEP 2002
<u>349</u>	E3.1	RETAIL STORE – A		30 SEP 2002
<u>350</u>	E4.1	3-STORY OFFICE BLDG.		30 SEP 2002
<u>351</u>	E4.2	3-STORY OFFICE BLDG.		30 SEP 2002
<u>352</u>	E4.3	3-STORY OFFICE BLDG.		30 SEP 2002
<u>353</u>	E5.1	RESIDENTIAL – TYPE A		30 SEP 2002
<u>354</u>	E5.2	RESIDENTIAL – TYPE B		30 SEP 2002
<u>355</u>	E5.3	RESIDENTIAL – TYPE C		30 SEP 2002
<u>356</u>	E5.4	RESIDENTIAL – TYPE D		30 SEP 2002
<u>357</u>	E6.1	WAREHOUSE –A		30 SEP 2002
<u>358</u>	E7.1	TOWNHOUSE		30 SEP 2002
<u>359</u>	E7.2	TOWNHOUSE		30 SEP 2002
<u>360</u>	E7.3	TOWNHOUSE		30 SEP 2002
<u>361</u>	E8.1	HOTEL		30 SEP 2002
<u>362</u>	E8.2	HOTEL		30 SEP 2002
<u>363</u>	E8.3	HOTEL		30 SEP 2002
<u>364</u>	E8.4	HOTEL		30 SEP 2002
<u>365</u>	E8.5	HOTEL		30 SEP 2002
<u>366</u>	E8.6	OPEN-AIR MARKET		30 SEP 2002
<u>367</u>	E9.1	SCHOOL		30 SEP 2002
<u>368</u>	E9.2	SCHOOL		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>369</u>	E10.1	CHURCH		30 SEP 2002
<u>370</u>	E10.2	CHURCH		30 SEP 2002
<u>371</u>	E11.1	BANK		30 SEP 2002
<u>372</u>	E12.1	POLICE STATION		30 SEP 2002
<u>373</u>	E12.2	POLICE STATION		30 SEP 2002
<u>374</u>	E13.1	SERVICE STATION		30 SEP 2002
<u>375</u>	E14.1	CLINIC		30 SEP 2002
<u>376</u>	E14.2	CLINIC		30 SEP 2002
<u>377</u>	E15.1	PUMPHOUSE		30 SEP 2002
<u>378</u>	E16.1	MUNICIPAL BLDG.		30 SEP 2002
<u>379</u>	E16.2	MUNICIPAL BLDG.		30 SEP 2002
<u>380</u>	E16.3	MUNICIPAL BLDG.		30 SEP 2002
<u>381</u>	E16.4	MUNICIPAL BLDG.		30 SEP 2002
<u>382</u>	E17.1	TOWN HALL		30 SEP 2002
<u>383</u>	E17.2	TOWN HALL		30 SEP 2002
<u>384</u>	E18.1	FIRE STATION		30 SEP 2002
<u>385</u>	E19.1	POST OFFICE		30 SEP 2002
<u>386</u>	E20.1	POWER SUBSTATION		30 SEP 2002
<u>387</u>	E21.1	RETAIL STORE – B		30 SEP 2002
<u>388</u>	E22.1	RADIO STATION		30 SEP 2002
<u>389</u>	E23.1	JUNK YARD GUARD SHACK		30 SEP 2002
<u>390</u>	E24.1	FUEL STATION ATTENDANT BLDG.		30 SEP 2002
<u>391</u>	E25.1	WAREHOUSE – B		30 SEP 2002

**GARRISON AREA**

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>392</u>	E26.1	BARRACKS		30 SEP 2002
<u>393</u>	E27.1	HEADQUARTERS		30 SEP 2002
<u>394</u>	E28.1	SHOWER/LATRINE		30 SEP 2002
<u>395</u>	E29.1	MESS & SUPPLY		30 SEP 2002
<b><u>FARM</u></b>				
<u>396</u>	E30.1	FARMHOUSE		30 SEP 2002
<u>397</u>	E31.1	BARN		30 SEP 2002
<u>398</u>	E32.1	CHICKEN HOUSE		30 SEP 2002
<u>399</u>	E33.1	ROOT CELLAR/STORAGE SHACK		30 SEP 2002
<b><u>RANGE 32 - SHOOTHOUSE</u></b>				
<u>400</u>	E34.1	RANGE 32 SITE PLAN		30 SEP 2002
<u>401</u>	E34.2	SHOOTHOUSE MODIFICATIONS		30 SEP 2002
<u>402</u>	E34.3	SMALL AAR POWER		30 SEP 2002
<u>403</u>	E34.4	SMALL AAR LIGHTING		30 SEP 2002
<b><u>DETAILS &amp; SCHEDULES</u></b>				
<u>404</u>	E35.1	DETAILS 1 TRANSFORMER INSTALLATION		30 SEP 2002
<u>405</u>	E35.2	DETAILS 2 INSTRUMENTATION WIRING		30 SEP 2002
<u>406</u>	E35.3	DETAILS 3 DUCT BANK SCHEDULE		30 SEP 2002
<u>407</u>	E35.4	DETAILS 4 POLE RISER		30 SEP 2002
<u>408</u>	E35.5	DETAILS 5 EXTERIOR CCTV INSTALLATION		30 SEP 2002
<u>409</u>	E35.6	DETAILS 6 LIGHTING FIXTURES		30 SEP 2002
<u>410</u>	E35.7	DETAILS 7 COMMUNICATIONS MANHOLE		30 SEP 2002
<u>411</u>	E35.8	DETAILS 8 CATHODIC PROTECTION 1		30 SEP 2002

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISION NUMBER</b>	<b>DATE</b>
<u>412</u>	E35.9	DETAILS 9 CATHODIC PROTECTION 2		30 SEP 2002
<u>413</u>	E35.10	DETAILS 10 FIRE DETECTION & ALARM		30 SEP 2002
<u>414</u>	E35.11	DETAILS 11 LOW VOLTAGE LIGHTING CONTROL		30 SEP 2002
<u>415</u>	E35.12	DETAILS 12 POWER MANHOLE		30 SEP 2002
<u>416</u>	E35.13	DETAILS 13 FLOURESCENT FIXTURES		30 SEP 2002
<u>417</u>	E35.14	DETAILS 14 HELIPAD LIGHTS		30 SEP 2002
<u>418</u>	E35.15	DETAILS 15 TELEPHONE		30 SEP 2002
<u>419</u>	E35.16	DETAILS 16 EXTERIOR COMPONENTS		30 SEP 2002
<u>420</u>	E35.17	LESCHI TOWN ONE-LINE		30 SEP 2002

#### SCHEDULES

<u>421</u>	E36.1	PANEL SCHEDULES		30 SEP 2002
<u>422</u>	E36.2	PANEL SCHEDULES		30 SEP 2002
<u>423</u>	E36.3	PANEL SCHEDULES		30 SEP 2002
<u>424</u>	E36.4	PANEL SCHEDULES		30 SEP 2002

#### REVISIONS TO DRAWINGS BY NOTATION

Drawing Sheet C0.1: Revise as shown on Sketch C-11, attached to the end of the Special Clauses.

Drawing Sheet C2.4: Revise as shown on Sketches C-1 and C-10, attached to the end of the Special Clauses.

Drawing Sheet C2.7: Add Note 8, to read, "Concrete curb and gutter and sidewalk at driveways within Sua Sponte Circle shall use Typical Low Profile Curb Detail (Elevation) at driveways, except that the 600 mm dimension shall be increased to 3 M. See Plate C6.12" Add Note 9, to read, "AC driveways to residences within Sua Sponte Circle shall not be bound by curb and gutter." Add Note 10, to read, "Retaining walls along driveway at Residence Type A shall be 7.5 M long, measured from the outside face of the building."

Drawing Sheet C2.7: Revise as shown on Sketches C-2, C-3 and C-4, attached to the end of the Special Clauses.

Drawing Sheet C2.10: Revise as shown on Sketch C-5, attached to the end of the Special Clauses.

Drawing Sheet C6.5: Add Note 5, to read, "If the options to construct PCC turning pads are not awarded, PCC turning pads shall be constructed according to Gravel Surfacing Section Detail on Sheet C6.3."

Drawing Sheet C6.6: Add Note 5, to read, "If the options to construct PCC turning pads are not awarded, PCC turning pads shall be constructed according to Gravel Surfacing Section Detail on Sheet C6.3." Beneath Joint Layout Detail J, add "NOTE: PCC turning pad for Joint Layout Detail J is Base Bid work."

Drawing Sheet C6.8: Revise as shown on Sketches C-6 and C-7, attached to the end of the Special Clauses.

Drawing Sheet C6.10: Revise as shown on Sketches C-8 and C-9, attached to the end of the Special Clauses.

Drawing, Sheet S5.1: Revise Note 5 to read, "See architectural sheets for masonry partition wall (MPW) locations, and Sheet S27.2 for details." Add Note 8, to read, "See Sheet A37.2 for residential stair details."

Drawing, Sheet S5.2: Add Note 8, to read, "See Sheet A37.2 for residential stair details."

Drawing, Sheet S19.1: Add the following note to TYPICAL SECTION THRU BRIDGE: "At the option of the Contractor, a 130 mm (total thickness) pretopped deck may be used in lieu of a 65 mm cast-in-place concrete topping slab. The top of deck elevation shall remain the same."

Drawing Sheet M0.2: In the Fan Schedule, Mark EF-12; revise airflow (L/s) from 100 to 500, weight (kg) from 7.25 to 9, RPM from 1100 to 1550 and kW from 0.03 to 0.1.

Drawing Sheet M2.2: In the Diffuser/Register/Grille Schedule, Mark RG-12; revise airflow range (L/s) from 82/114 to 500, and diffuser size (mm X mm) from 355 X 203 to 515 X 515.

Drawing Sheet E0.10: Add General Note and sign detail as shown on Sketch E-3, attached to the end of the Special Clauses.

Drawing Sheet E4.3: Delete microphone from Kitchen, Room 304.

Drawing Sheet E9.2: Revise Second Floor Plan as shown on Sketch E-2, attached to the end of the Special Clauses.

Drawing Sheet E34.2: Add Note 3, to read, "Attach all shoothouse raceways to roof structure, not to shoothouse wall, except for the vertical runs. Provide flexible conduit between top of vertical runs and the wireway."

Drawing Sheet E35.2: Revise Camera Outlet detail and camera definition as shown on Sketch E-1, attached to the end of the Special Clauses.

Drawing Sheet E35.3: In Section B-B, change the 50 mm dimension between the communication conduit and the power conduit to 300 mm.

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

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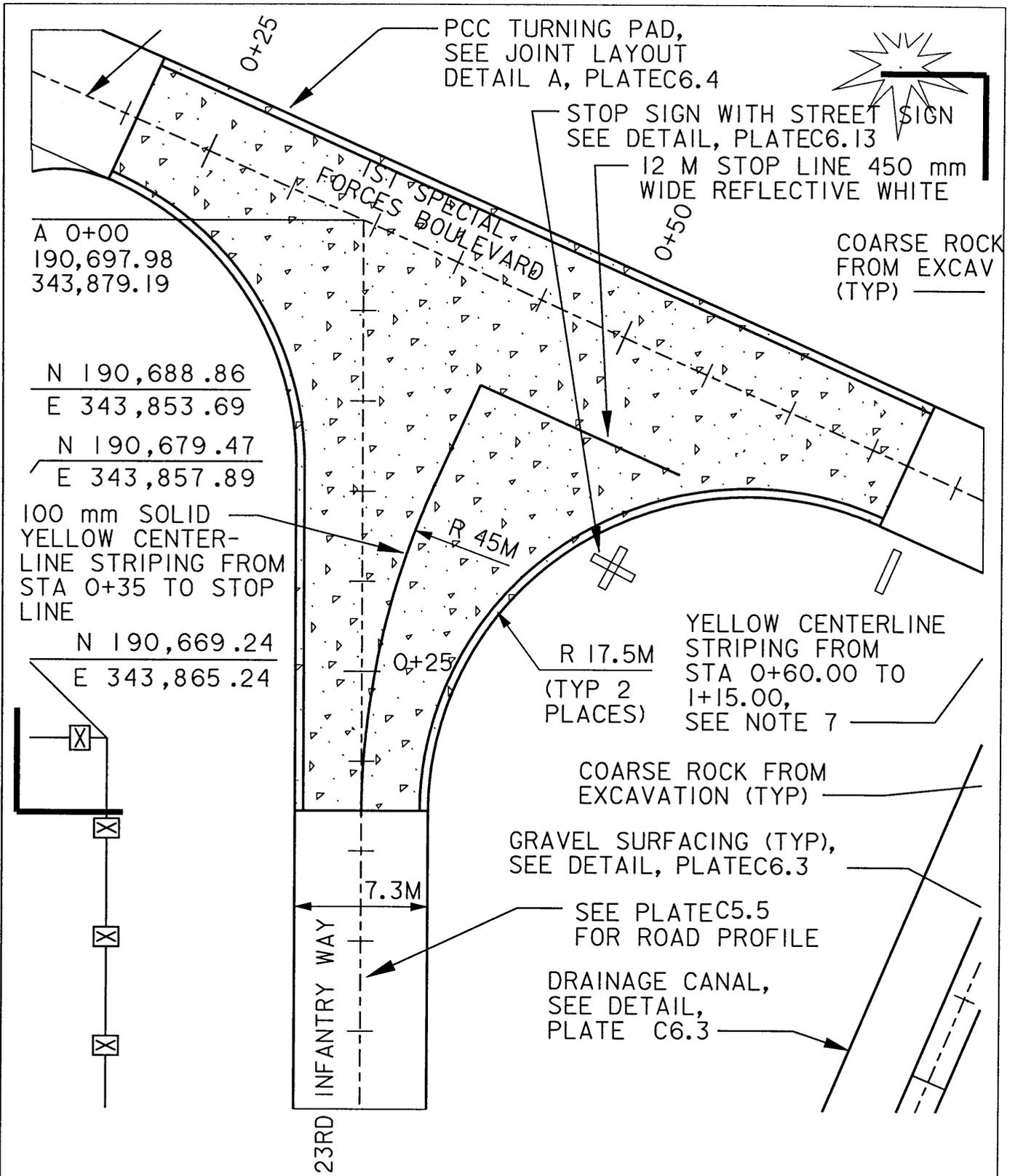
DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1 & 2	U.S. Army Project Construction Sign	84JUN20
1	Hard Hat Sign	10SEP90

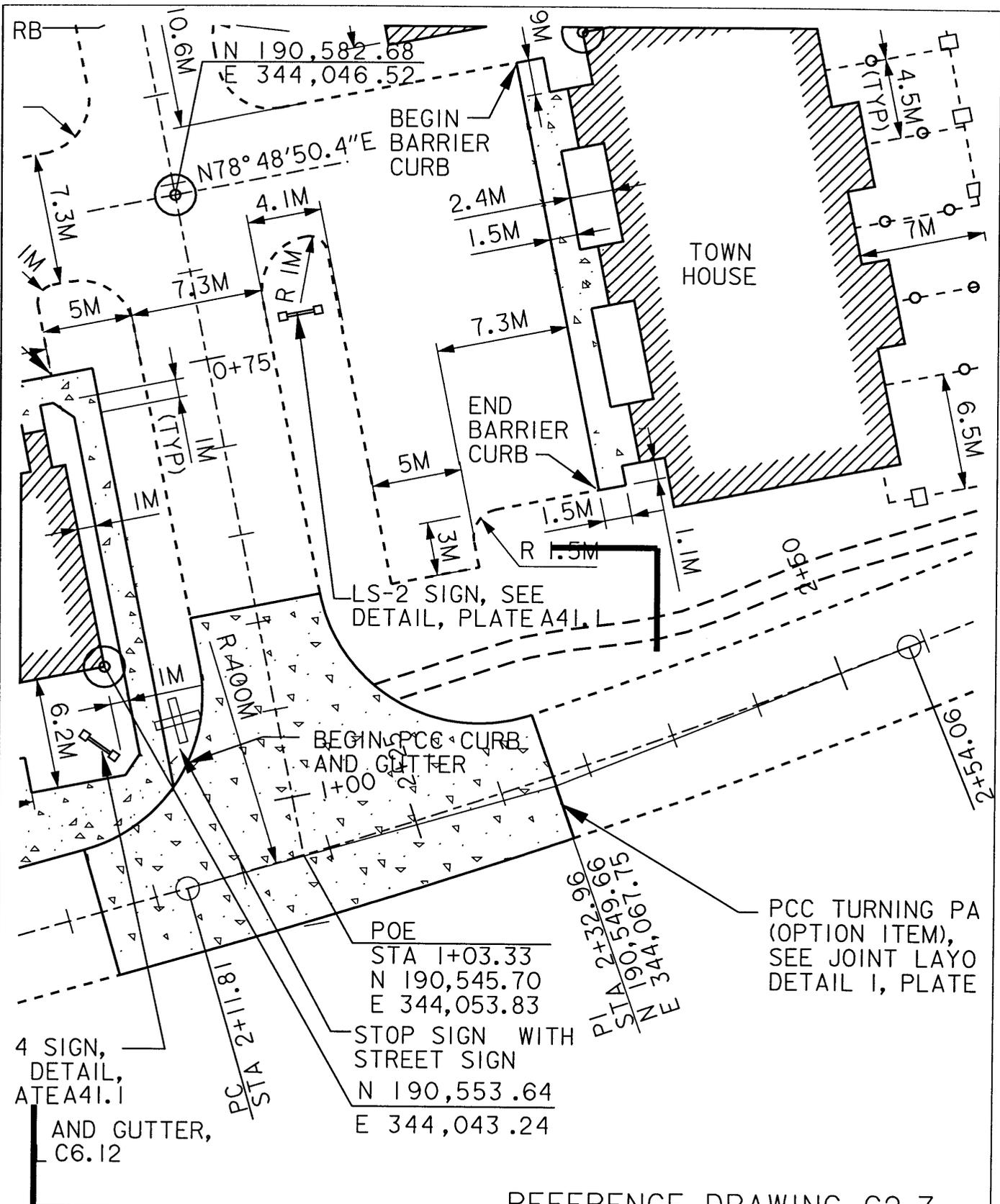
**~~END OF SECTION~~**



REFERENCE DRAWING C2.4

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b>  SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY  FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

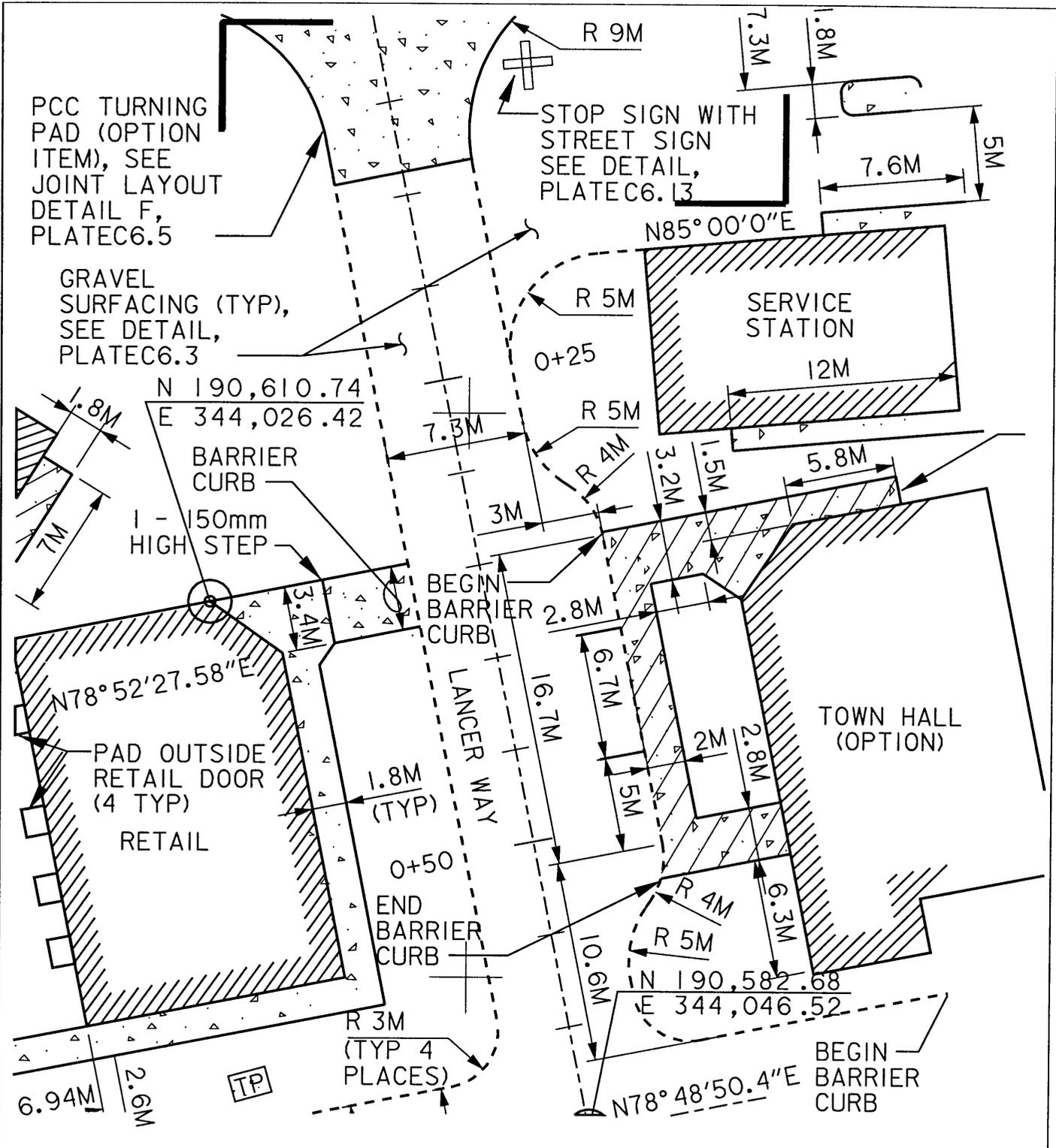
SKETCH  
NUMBER:  
  
C-1



REFERENCE DRAWING C2.7

U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

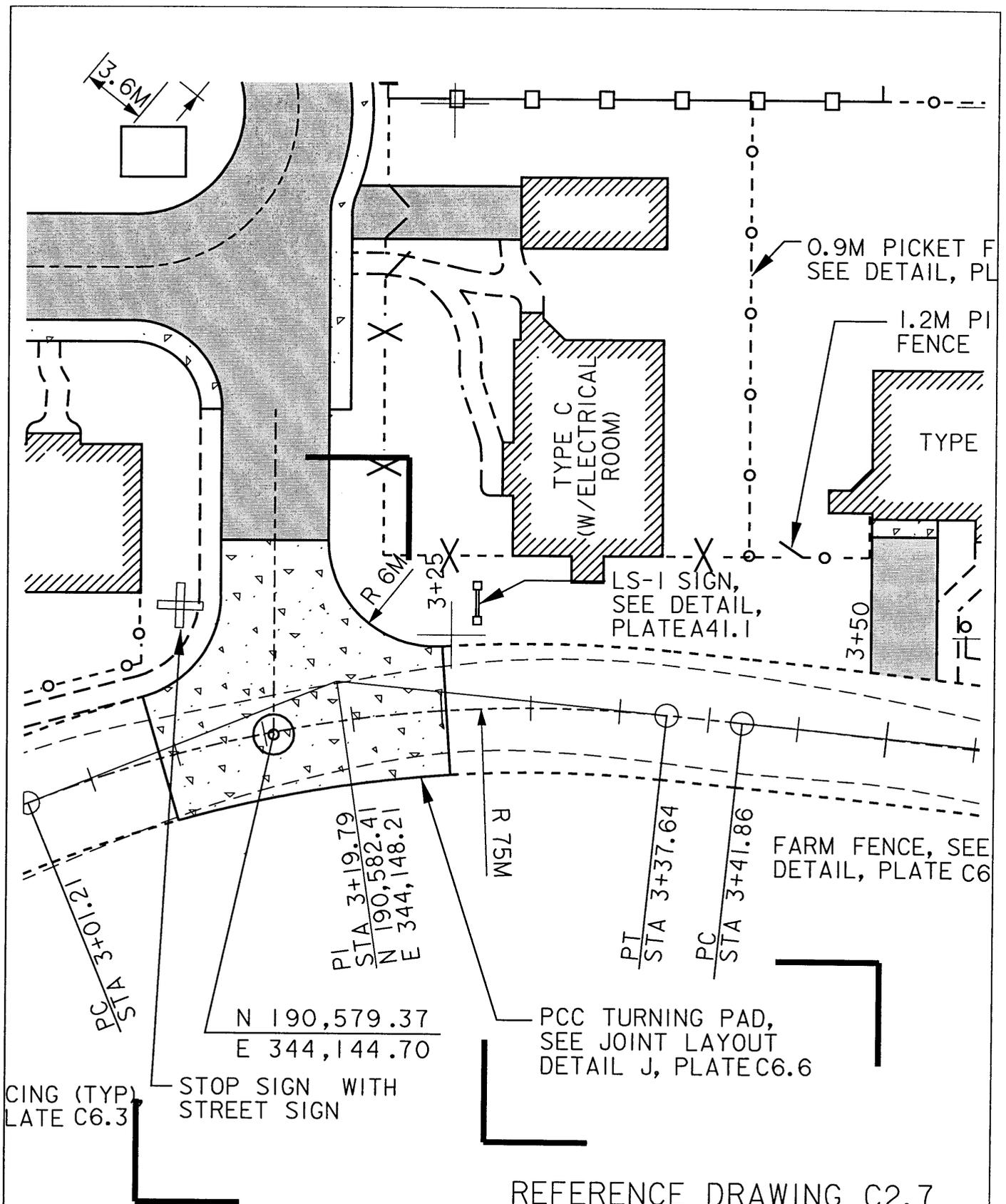
SKETCH  
 NUMBER:  
 C-2



REFERENCE DRAWING C2.7

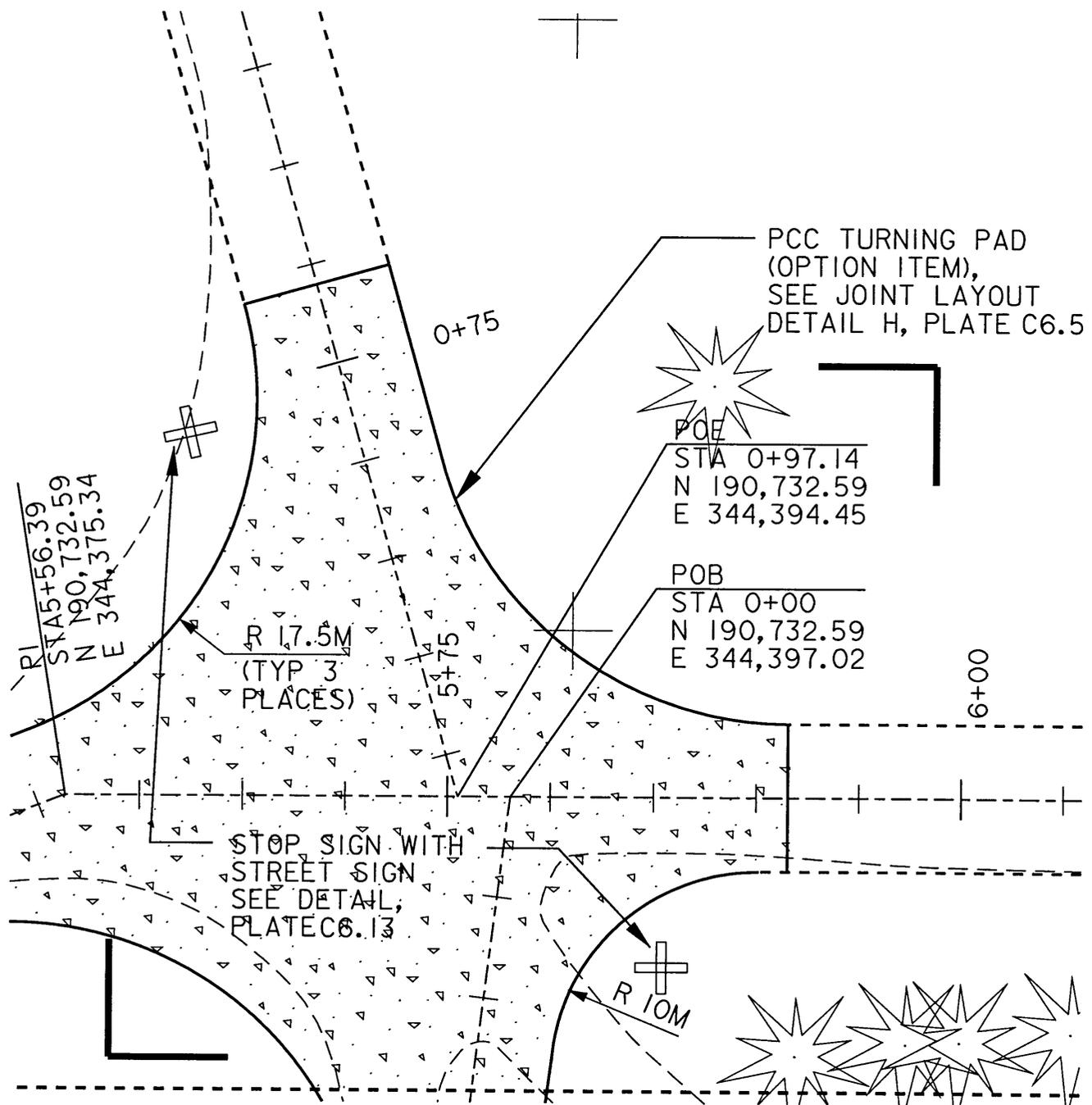
<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
NUMBER:  
  
C-3



REFERENCE DRAWING C2.7

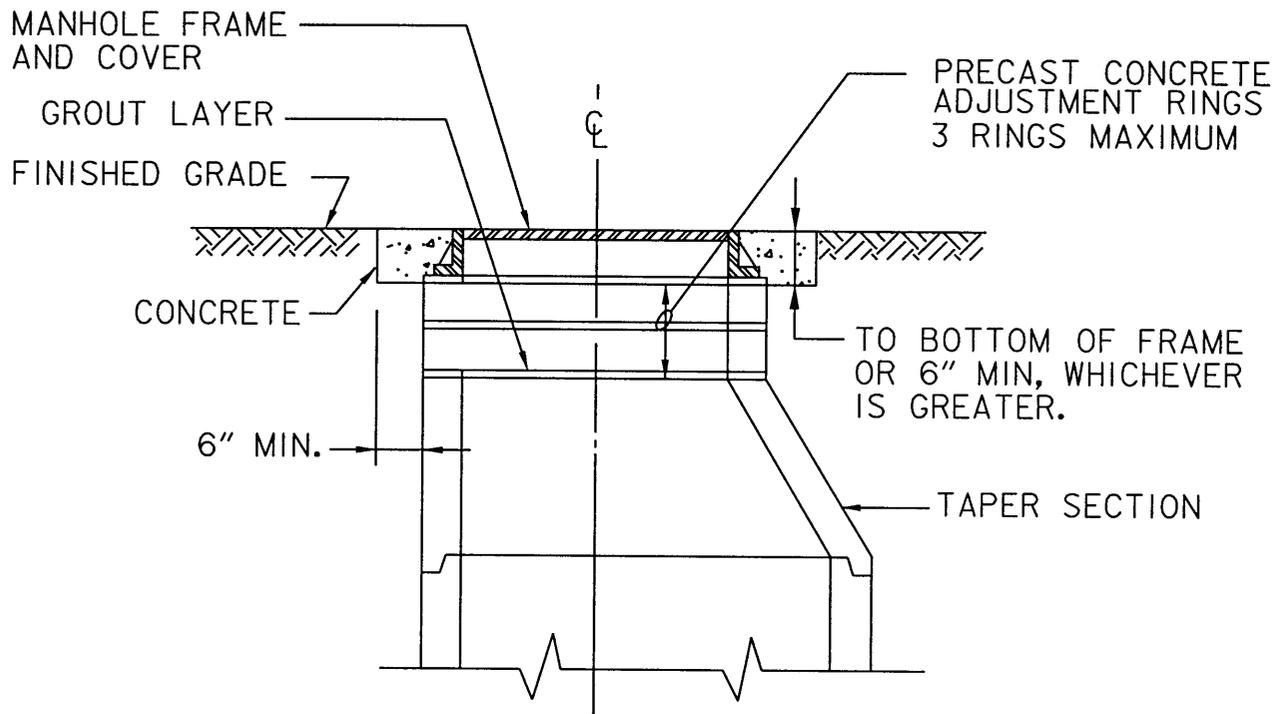
<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE</b> <b>CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02	<b>SKETCH NUMBER:</b>  C-4
	File # 22s/171-90-11	
COMBINED ARMS COLLECTIVE TRAINING FACILITY	PROJECT # PN 13643	
FORT LEWIS WASHINGTON	Designed by: GOUGH	



REFERENCE DRAWING C2.10

U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
 NUMBER:  
 C-5



CONCRETE COLLAR DETAIL

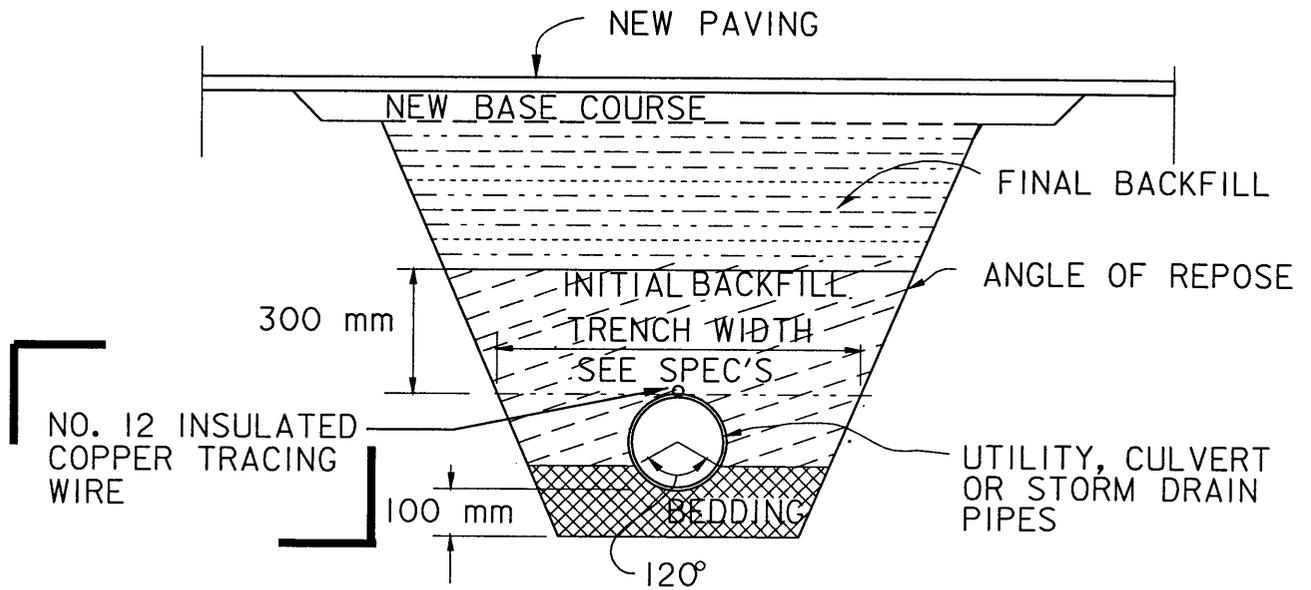
**NOTE:**

CONSTRUCT CONCRETE COLLARS AROUND ALL MANHOLE, SEPTIC TANK ACCESS, PUMP CHAMBER ACCESS AND CATCH BASIN FRAMES LOCATED IN AREAS OUTSIDE OF AC PAVEMENT AND PCC PAVEMENT.

REFERENCE DRAWING C6.8

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
NUMBER:  
C-6



TYPICAL PIPE LAYING TRENCH DETAIL  
FOR UTILITY, CULVERT OR STORM  
DRAIN PIPES

## UTILITY TRENCH AND BACKFILL DETAIL

NOT TO SCALE

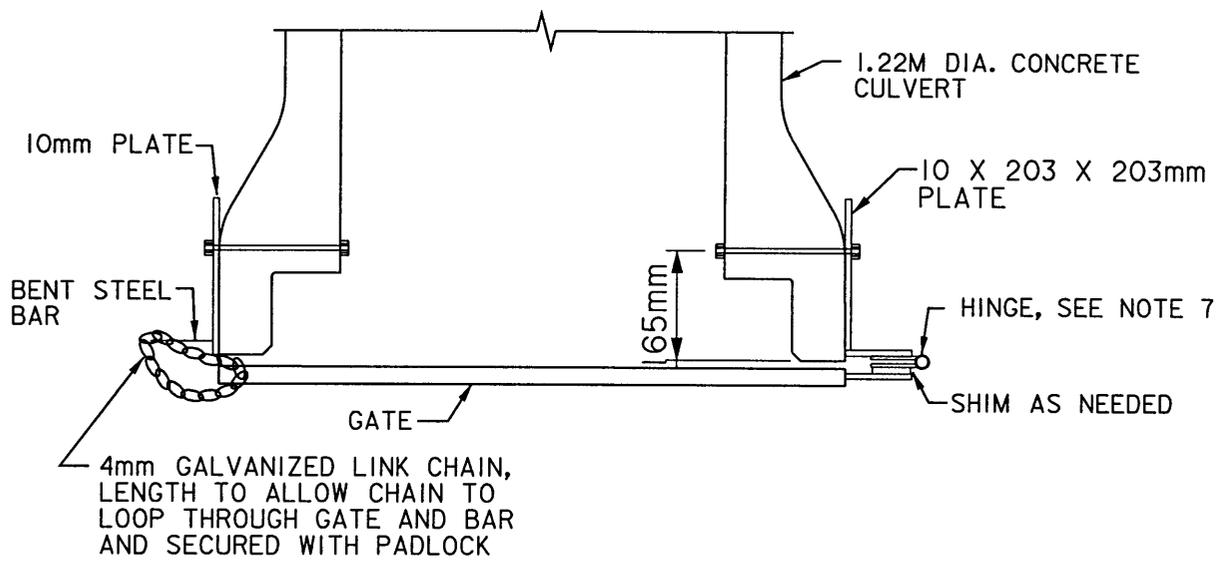
NOTE:

COPPER TRACING WIRE TO BE PROVIDED  
ON ALL NON-METALIC WATER LINES, SANITARY  
SEWER LINES AND STORM DRAIN LINES

REFERENCE DRAWING C6.8

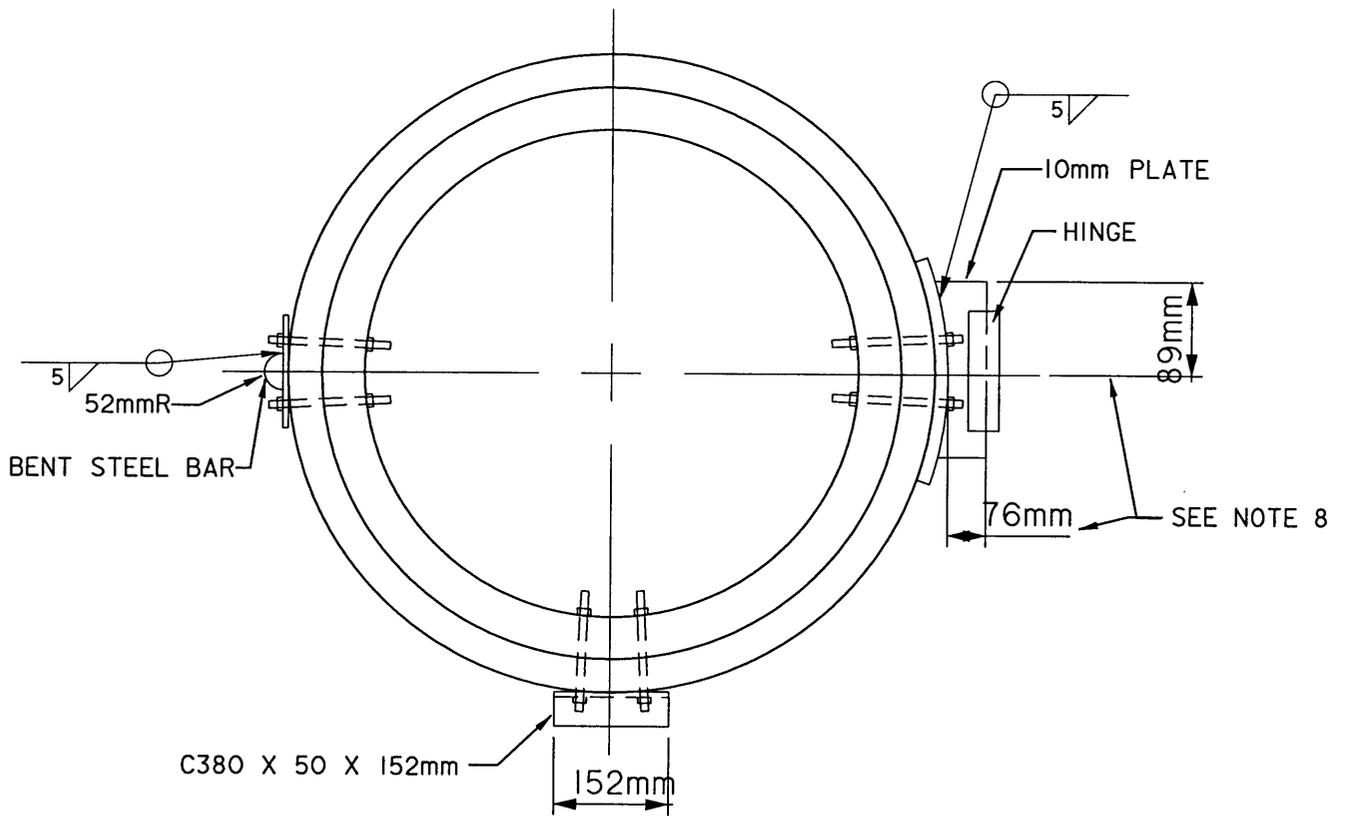
<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b>  SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY  FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH NUMBER:  C-7
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**PLAN**

NOT TO SCALE



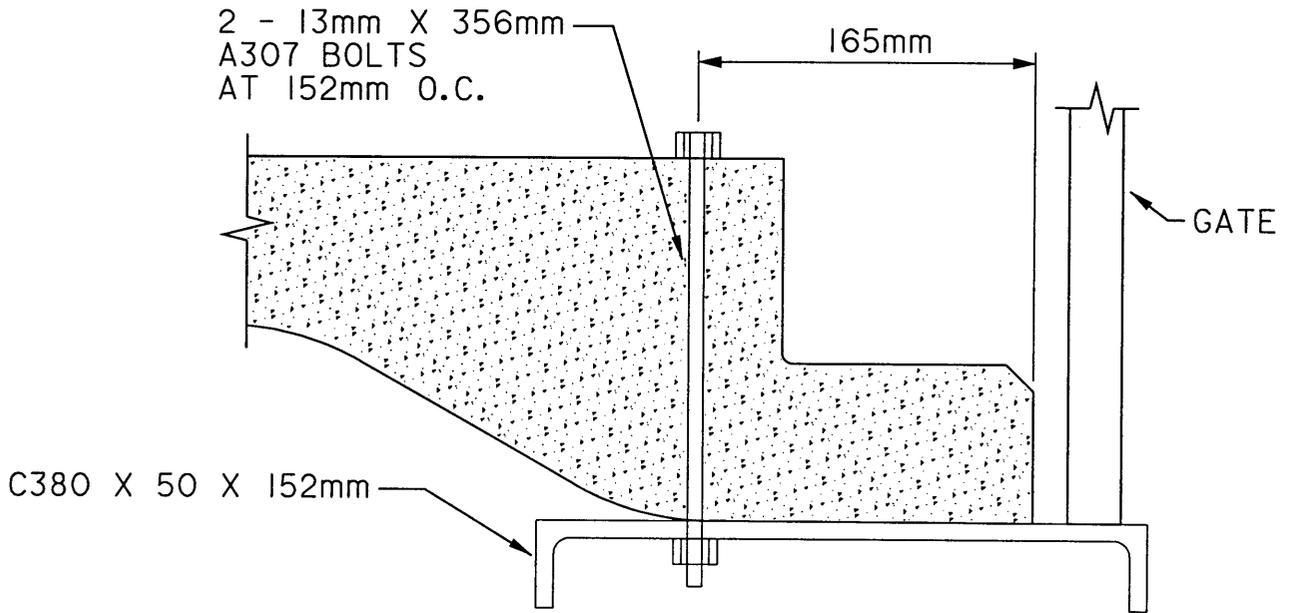
**CULVERT ELEVATION**

NOT TO SCALE

REFERENCE DRAWING C6.10

<p>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON</p>	<p>Date: 28 OCT 02</p>
	<p>File # 22s/171-90-11</p>
<p>COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS WASHINGTON</p>	<p>PROJECT # PN 13643</p>
	<p>Designed by: GOUGH</p>

<p>SKETCH NUMBER:  C-8</p>
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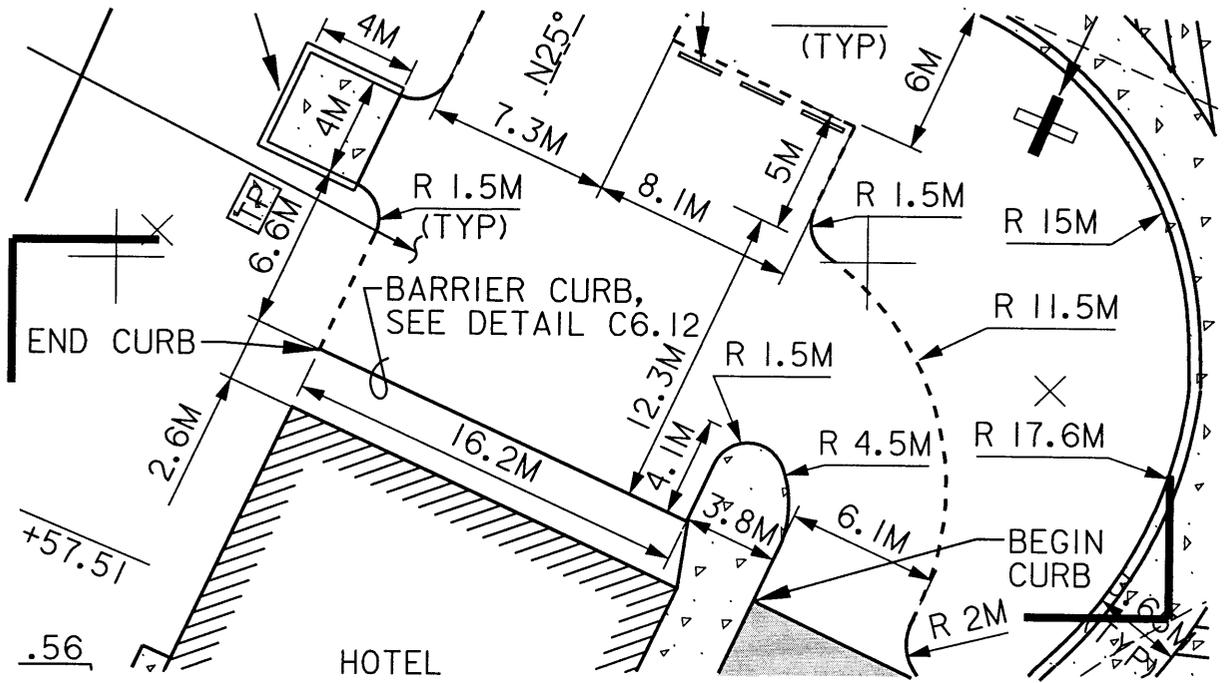
**SECTION A - A**

NOT TO SCALE

REFERENCE DRAWING C6.10

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
NUMBER:  
C-9



REFERENCE DRAWING C2.4

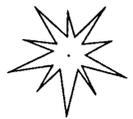
<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE</b> <b>CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
NUMBER:  
  
C-10

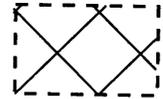


VEGETATION

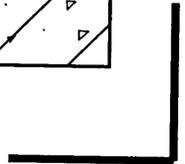
TREES, REMAIN



OPTIONAL ITEM GRAVEL  
SURFACING (TYP)



OPTIONAL ITEM  
PCC



REFERENCE DRAWING CO.1

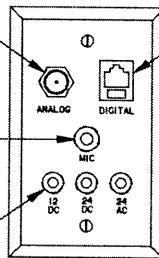
<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: GOUGH

SKETCH  
NUMBER:  
  
C-11

"F" TYPE  
CONNECTOR  
(RG-59)

6.3mm (1/4")  
PHONE JACK  
(2 #18 AWG)

3.2mm (1/8")  
PHONE JACK  
(2 #18AWG)  
(TYP 3 PLACES)



8-PIN MODULAR  
TELEPHONE JACK  
(CATEGORY 5e)  
(T568A)

### CAMERA OUTLET

	CAMERA	<p>(4) 2 #18 AWG SHIELDED 6.6 OHM/1000' TYPE CMR NON-PLENUM</p> <p>RG-59U 75 OHM 1 #20 SOLID CU COAX WITH 100% BIFOIL, 95% CU BRAID</p> <p>CATEGORY 5e 4-PAIR UTP #24 SOLID COPPER IN 27mm IMC UON</p>
--	--------	--

### PARTIAL CABLE DEFINITIONS

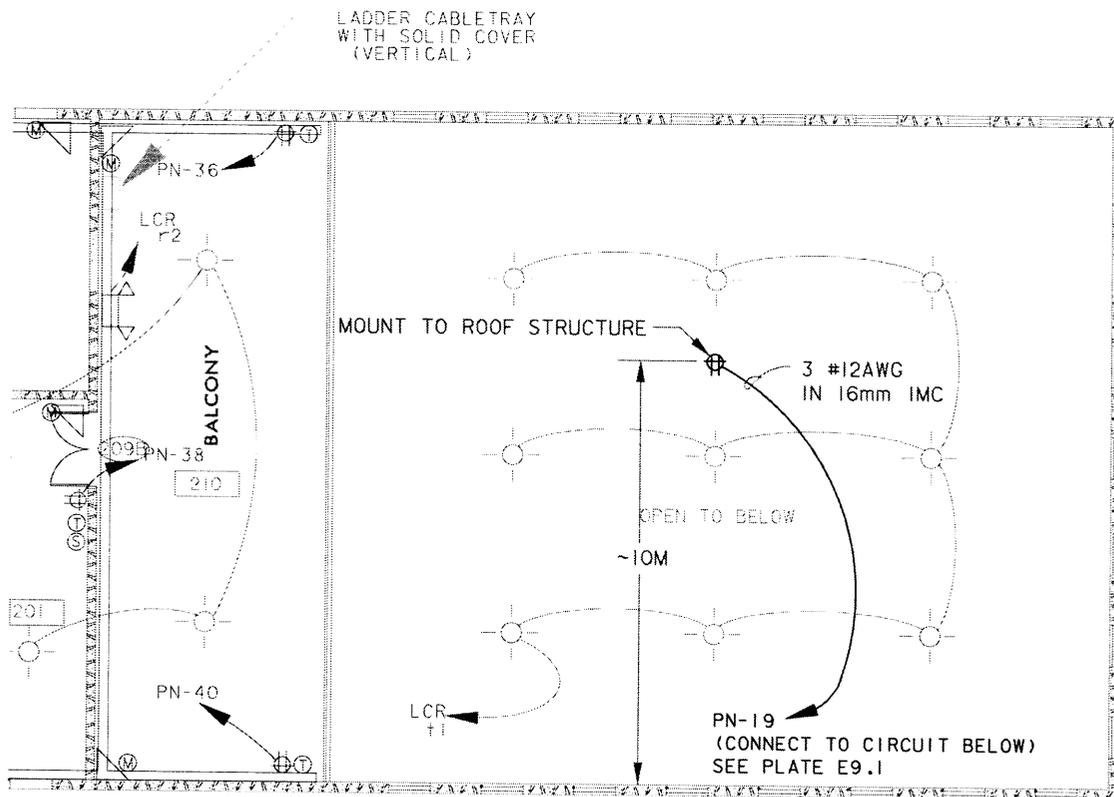
GENERAL NOTE:

INCREASED NUMBER OF #18AWG SHIELDED PAIRS. SUBSTITUTED "F" CONNECTOR FOR 1 OF 2 6.3mm (1/4") PHONE JACKS.

### REFERENCE PLATE E35.2

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b>  SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY  FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: BROWN

SKETCH NUMBER:  E-1
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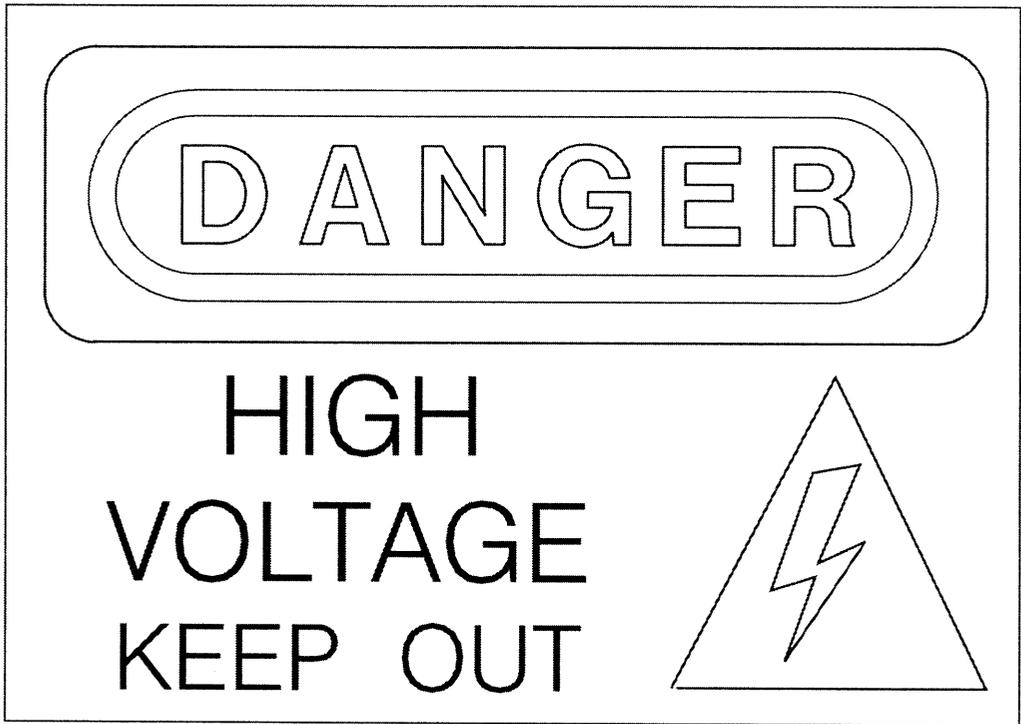


**SCHOOL  
PARTIAL SECOND FLOOR PLAN**

REFERENCE PLATE E9.2

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b>  SEATTLE, WASHINGTON	Date: 28 OCT 02
	File # 22s/171-90-11
COMBINED ARMS COLLECTIVE TRAINING FACILITY  FORT LEWIS                      WASHINGTON	PROJECT # PN 13643
	Designed by: BROWN

SKETCH  
NUMBER:  
  
 E-2



GENERAL NOTE

PROVIDE A HIGH VOLTAGE WARNING SIGN ON THE FENCE ON EACH SIDE OF THE POWER SUBSTATION

REFERENCE PLATE EO.10

<b>U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS</b> SEATTLE, WASHINGTON	Date: 28 OCT 02	SKETCH NUMBER:  E-3
	File # 22s/171-90-11	
COMBINED ARMS COLLECTIVE TRAINING FACILITY  FORT LEWIS                      WASHINGTON	PROJECT # PN 13643  Designed by: BROWN	

## PROJECT TABLE OF CONTENTS

## DIVISION 01 - GENERAL REQUIREMENTS

01001 SUPPLEMENTARY REQUIREMENTS  
01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS  
01025 MEASUREMENT AND PAYMENT  
01035 MODIFICATION PROCEDURES  
01312 QUALITY CONTROL SYSTEM (QCS)  
01320 PROJECT SCHEDULE  
01330 SUBMITTAL PROCEDURES  
01410 ENVIRONMENTAL PROTECTION  
01415 METRIC MEASUREMENTS  
01451 CONTRACTOR QUALITY CONTROL  
01501 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS  
01701 OPERATIONS AND MAINTENANCE MANUALS  
01702 AS BUILT RECORDS AND DRAWINGS  
01703 WARRANTY OF CONSTRUCTION  
01704 FORM 1354 CHECKLIST  
01705 EQUIPMENT-IN-PLACE LIST

## DIVISION 02 - SITE WORK

02220 DEMOLITION  
02230 CLEARING AND GRUBBING  
02300 EARTHWORK  
02315 EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS  
02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS  
02510 WATER DISTRIBUTION SYSTEM  
02521 WATER WELLS  
02531 SANITARY SEWERS  
02540 DRAINFIELDS  
02620 SUBSURFACE DRAINAGE (LEACHING) CHAMBER  
02630 STORM-DRAINAGE SYSTEM  
02722 AGGREGATE BASE COURSE  
02731 AGGREGATE SURFACE COURSE  
02741 HOT-MIX ASPHALT (HMA) FOR ROADS  
02748 BITUMINOUS TACK COAT  
02754 CONCRETE PAVEMENTS FOR SMALL PROJECTS  
02760 FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS  
02763 PAVEMENT MARKINGS  
02770 CONCRETE SIDEWALKS AND CURBS AND GUTTERS  
02811 UNDERGROUND SPRINKLER SYSTEMS  
02821 CHAIN LINK FENCING  
02830 ORNAMENTAL METAL FENCING SYSTEM  
02870 SITE FURNISHINGS  
02921 SEEDING  
02930 EXTERIOR PLANTING

## DIVISION 03 - CONCRETE

03100 STRUCTURAL CONCRETE FORMWORK  
03150 EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS  
03200 CONCRETE REINFORCEMENT  
03300 CAST-IN-PLACE STRUCTURAL CONCRETE  
03412 PLANT-PRECAST PRESTRESSED STRUCTURAL CONCRETE

## DIVISION 04 - MASONRY

04200 MASONRY

DIVISION 05 - METALS

05090 WELDING, STRUCTURAL  
 05120 STRUCTURAL STEEL  
 05210 STEEL JOISTS  
 05300 STEEL DECKING  
 05500 METAL FABRICATIONS  
 05650 RAILROADS

DIVISION 06 - WOODS & PLASTICS

06100 ROUGH CARPENTRY  
 06200 FINISH CARPENTRY

DIVISION 07 - THERMAL & MOISTURE PROTECTION

07132 BITUMINOUS WATERPROOFING  
 07220 INSULATION FOR PUMPHOUSES  
 07311 ROOFING, STRIP SHINGLES  
 07416 STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM  
 07580 ROLL ROOFING  
 07600 FLASHING AND SHEET METAL  
 07720 ROOF VENTILATORS, GRAVITY-TYPE  
 07900 JOINT SEALING

DIVISION 08 - DOORS & WINDOWS

08110 STEEL DOORS AND FRAMES  
 08210 WOODEN TRAINING DOORS  
 08330 OVERHEAD ROLLING DOORS  
 08361 SECTIONAL OVERHEAD DOORS  
 08510 STEEL WINDOWS  
 08700 BUILDERS' HARDWARE  
 08810 GLASS AND GLAZING  
 08840 PLASTIC GLAZING

DIVISION 09 - FINISHES

09250 GYPSUM WALLBOARD  
 09310 CERAMIC TILE  
 09510 ACOUSTICAL CEILINGS  
 09650 RESILIENT FLOORING  
 09900 PAINTING, GENERAL

DIVISION 10 - SPECIALTIES

10160 TOILET PARTITIONS  
 10270 RAISED FLOOR SYSTEM  
 10350 FLAGPOLE  
 10430 EXTERIOR SIGNAGE  
 10440 INTERIOR SIGNAGE  
 10505 METAL LOCKERS  
 10550 MAIL BOXES (POSTAL SPECIALTIES)  
 10655 ACCORDION FOLDING PARTITIONS  
 10800 TOILET ACCESSORIES

DIVISION 11 - EQUIPMENT

11020 SECURITY VAULT DOOR  
11241 CHLORINE-FEEDING MACHINES

DIVISION 12 - FURNISHINGS

12320 CABINETS AND COUNTERTOPS  
12352 RESIDENTIAL CASEWORK  
12490 WINDOW TREATMENT  
12491 CURTAINS

DIVISION 13 - SPECIAL CONSTRUCTION

13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT  
13111 CATHODIC PROTECTION SYSTEM (STEEL WATER TANKS)  
13112 CATHODIC PROTECTION SYSTEM (IMPRESSED CURRENT)  
13121 PREENGINEERED METAL BUILDINGS  
13206 STEEL STANDPIPES  
13851 FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE  
13920 FIRE PUMPS

DIVISION 15 - MECHANICAL

15070 SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT  
15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS  
15400 PLUMBING, GENERAL PURPOSE  
15700 UNITARY HEATING AND COOLING EQUIPMENT  
15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM  
15951 DIRECT DIGITAL CONTROL FOR HVAC  
15990 TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS  
15995 COMMISSIONING OF HVAC SYSTEMS

DIVISION 16 - ELECTRICAL

16070 SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT  
16264 DIESEL-GENERATOR SET, STATIONARY 15-300 KW, STANDBY APPLICATIONS  
16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND  
16410 AUTOMATIC TRANSFER SWITCH AND BY-PASS/ISOLATION SWITCH  
16415 ELECTRICAL WORK, INTERIOR  
16525 HELIPAD LIGHTING AND VISUAL NAVIGATION AIDS  
16710 PREMISES DISTRIBUTION SYSTEM  
16711 TELEPHONE SYSTEM, OUTSIDE PLANT  
16900 PROGRAMMABLE LOW VOLTAGE NETWORKED LIGHTING CONTROL SYSTEM

-- End of Project Table of Contents --

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## SECTION 01025

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 GENERAL

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

## 1.2 MEASUREMENT

1.2.1 Linear Foot measurements shall be made to the nearest foot, rounded up.

1.2.2 Hour measurements shall be made to the nearest hour, rounded up.

## 1.3 PAYMENT

## 1.3.1 ITEM 0001 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0001, All Work for Combined Arms Collective Training Facility, Except for Items 0002 Through 0018, payment of which shall constitute full compensation for Item No. 0001, complete.

## 1.3.2 ITEM 0002 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0002, All Work for Large After Action Review (AAR) Facility at Range 17, payment of which shall constitute full compensation for Item No. 0002, complete.

## 1.3.3 ITEM 0003 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0003, All Work for Small After Action Review (AAR) Facility at Range 32, payment of which shall constitute full compensation for Item No. 0003, complete.

## 1.3.4 ITEM 0004 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0004, All Work at Leschi Town, Except for Items 0005, and 0009 Through 0018, payment of which shall constitute full compensation for Item No. 0004, complete.

## 1.3.5 Item 0005 (BASE ITEM): Water Supply Well

Payment will be made at the contract unit price for Item 0005, All Work to Drill and Construct Two (2) Water Supply Wells, payment of which shall constitute full compensation for Item No. 0005, complete.

1.3.6 ITEM 0006 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0006, All Work for As-Built Drawings as specified in Section 01702 from preparation to final approval, payment of which shall constitute full compensation for Item No. 0006, complete.

1.3.7 ITEM 0007 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0007, All Work for O&M Manuals as specified in Section 01701 from preparation to final approval, payment of which shall constitute full compensation for Item No. 0007, complete.

1.3.8 ITEM 0008 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0008, All Work for Form 1354 Checklist and Equipment in Place List as specified in Sections 01704 and 01705 from preparation to final approval, payment of which shall constitute full compensation for Item No. 0008, complete.

1.3.9 ITEM 0009 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0009, All Work for ACC Paving of 1st Special Forces Boulevard between Nisqually Circle PCC Pad and "Detail G" PCC Pad; ACC Paving of I Corps Boulevard in Lieu of Gravel Surfacing between "Detail E" PCC Pad and "Detail K" PCC Pad; ACC Paving of Lancer Way and Arrowhead Way in Lieu of Gravel Surfacing; and PCC Pads Shown as Details F, G, I and K, Except for Curbs and Gutters, Which are Part of Item ~~0001~~ 0004, payment of which shall constitute full compensation for Item No. 0009, complete.

1.3.10 ITEM 0010 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0010, All Work for ACC Paving of 1st Special Forces Boulevard between "Detail G" PCC Pad and "Detail H" PCC Pad; ACC Paving of I Corps Boulevard in Lieu of Gravel Surfacing between "Detail K" PCC Pad and "Detail L" PCC Pad; ACC Paving of 24th Infantry Way in Lieu of Gravel Surfacing; and PCC Pads Shown as Details H, L and M, Except for Curbs and Gutters, Which are Part of Item ~~0001~~ 0004, payment of which shall constitute full compensation for Item No. 0010, complete.

1.3.11 ITEM 0011 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0011, All Work for ACC Paving at Hotel parking lot and entrance ways ~~on 20th Infantry Way~~, 5-Story Office parking lot ~~on 20th Infantry Way~~, Alley between Bank and Post Office on I Corps Boulevard, Post Office Parking Lot on I Corps Boulevard and Church parking lot on Lancer Way, payment of which shall constitute full compensation for Item No. 0011, complete.

1.3.12 ITEM 0012 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0012, All Work for ACC Paving at Retail and Clinic parking lots and driveways ~~for~~ off of 1st Special Forces Boulevard, Town House parking lot and driveway on Lancer Way, and School drive-thru on 1st Special Forces Boulevard, and from Clinic parking lot to dumpster enclosure including walkway to back of school, payment of which shall constitute full compensation for Item No. 0012, complete.

1.3.13 ITEM 0013 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0013, All Work for Town House and Associated Sidewalk with Adjacent Curb and Gutter Fronting Arrowhead Way at Leschi Town, Including Associated Fencing and Parking Lot, ~~But Not Curbs and Gutters Around Parking Lot, Which are Part of Item 0001,~~ payment of which shall constitute full compensation for Item No. 0013, complete.

1.3.14 ITEM 0014 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0014, All Work for Town Hall and Associated Sidewalk Fronting Arrowhead Way at Leschi Town, Including Associated Parking Lot, ~~But Not~~ and Curbs and Gutters Around Parking Lot, ~~Which are Part of Item 0001,~~ payment of which shall constitute full compensation for Item No. 0014, complete.

1.3.15 ITEM 0015 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0015, All Work for Two Retail Buildings ~~and Associated Sidewalk~~ Fronting Arrowhead Way and Associated Access Drives at Leschi Town, payment of which shall constitute full compensation for Item No. 0015, complete.

1.3.16 ITEM 0016 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0016, All Work for Post Office and Associated Sidewalk at Leschi Town, payment of which shall constitute full compensation for Item No. 0016, complete.

1.3.17 ITEM 0017 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0017, All Work for Town Hall and Associated Sidewalk Fronting Lancer Way at Leschi Town, payment of which shall constitute full compensation for Item No. 0017, complete.

1.3.18 ITEM 0018 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0018, All Work for 3-Story Office Building and Associated Sidewalk at Leschi Town, Including Associated Parking Lot and Fencing, payment of which shall constitute full compensation for Item No. 0018, complete.

1.4 PROGRESS PAYMENT INVOICE

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

copies and to the designated billing office as shown in the Contract.

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

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

1.4.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of 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.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

## SECTION 02630

## STORM-DRAINAGE SYSTEM

## PART 1 GENERAL

## 1.1 REFERENCES

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

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO M 198 (1998) Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 48M (1994 e1) Gray Iron Castings (Metric)

ASTM A 123/A 123M (1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 536 (1999e1) Ductile Iron Castings

ASTM B 26/B 26M (1998) Aluminum-Alloy Sand Castings

ASTM C 76M (1999a) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric)

ASTM C 231 (1997e1) Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C 270 (1997) Mortar for Unit Masonry

ASTM C 443 (1998) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

ASTM C 443M (1998) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets (Metric)

ASTM C 478M (1997) Precast Reinforced Concrete Manhole Sections (Metric)

ASTM C 877M (1994) External Sealing Bands for Noncircular Concrete Sewer, Storm Drain, and Culvert Pipe (Metric)

ASTM C 923 (1998) Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Materials

ASTM C 924M (1998) Concrete Pipe Sewer Lines by Low-Pressure Air Test Method (Metric)

ASTM C 1103M (1994) Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines (Metric)

ASTM D 1056 (1998) Flexible Cellular Materials - Sponge or Expanded Rubber

ASTM D 1171 (1994) Rubber Deterioration - Surface Ozone Cracking Outdoors or Chamber (Triangular Specimens)

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 1751 (1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

ASTM D 1752 (1984; R 1996e1) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

ASTM D 1784 (1999a) 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 (1996e1) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

ASTM D 3017 (1988; R 1996e1) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

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 (1998a) Polyethylene Plastics Pipe and Fittings Materials

ASTM F 679 (1995) Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe

## and Fittings

ASTM F 714	(1997) Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
ASTM F 794	(1999) Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 894	(1998a) Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F 1417	(1992; R 1998) Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air

## 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

## Placing Pipe

Printed copies of the manufacturer's recommendations for installation procedures of the material being placed, prior to installation.

## SD-04 Samples

## Pipe for Culverts and Storm Drains

Samples of the following materials, before work is started: .

## SD-07 Certificates

Resin Certification  
Pipeline Testing  
Hydrostatic Test on Watertight Joints  
Determination of Density  
Frame and Cover for Gratings

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.

## 1.3 DELIVERY, STORAGE, AND HANDLING

## 1.3.1 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.

### 1.3.2 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 and storm drains shall be of the sizes indicated and shall conform to the requirements specified.

#### 2.1.1 Concrete Pipe

ASTM C 76M , Class II-~~d~~.

#### 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.

#### 2.1.3 PE Pipe

The pipe manufacturer's resin certification indicating the cell classification of PE used to manufacture the pipe shall be submitted prior to installation of the pipe. The minimum cell classification for polyethylene plastic shall apply to each of the seven primary properties of the cell classification limits in accordance with ASTM D 3350.

### 2.1.3.1 Smooth Wall PE Pipe

ASTM F 714, maximum DR of 21 for pipes 80 to 600 mm in diameter and maximum DR of 26 for pipes 650 to 1200 mm in diameter. Pipe shall be produced from PE certified by the resin producer as meeting the requirements of ASTM D 3350, minimum cell class 335434C.

## 2.2 DRAINAGE STRUCTURES

### 2.3 MISCELLANEOUS MATERIALS

#### 2.3.1 Concrete

Unless otherwise specified, concrete and reinforced concrete shall conform to the requirements for 20 MPa concrete under Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. 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 37.5 mm. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall not be less than 25 mm thick for covers and not less than 40 mm thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least 75 mm 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.

#### 2.3.2 Mortar

Mortar for pipe joints, connections to other drainage structures, and brick or block 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 25 liters of water per sack of cement. Water shall be clean and free of harmful acids, alkalies, 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.

#### 2.3.3 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.

#### 2.3.4 Frame and Cover for Gratings

Frame and cover for gratings shall be cast gray iron, ASTM A 48M, Class 35B; cast ductile iron, ASTM A 536, Grade 65-45-12; or cast aluminum, ASTM B 26/B 26M, Alloy 356.OT6. Weight, shape, size, and waterway openings for grates and curb inlets shall be as indicated on the plans.

#### 2.3.5 Joints

##### 2.3.5.1 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 443M . 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 443M. 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.

#### 2.3.5.2 External Sealing Bands

Requirements for external sealing bands shall conform to ASTM C 877M .

#### 2.3.5.3 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 178 mm (7 inches) wide and approximately 10 mm (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 21 mm (13/16 inch) in diameter for pipe diameters of 914 mm (36 inches) or smaller and 22 mm (7/8 inch) in diameter for larger pipe having 13 mm (1/2 inch) deep end corrugation. Rubber O-ring gaskets shall be 35 mm (1-3/8 inches) in diameter for pipe having 25 mm (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.

#### 2.3.5.4 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.

#### 2.3.5.5 Smooth Wall PE Plastic Pipe

Pipe shall be joined using butt fusion method as recommended by the pipe manufacturer.

#### 2.3.5.6 Profile Wall PE Plastic Pipe

Joints shall be gasketed or thermal weld type with integral bell in accordance with ASTM F 894.

#### 2.3.5.7 Ductile Iron Pipe

Couplings and fittings shall be as recommended by the pipe manufacturer.

### 2.4 STEEL LADDER

Steel ladder shall be provided where the depth of the manhole exceeds 3.66 m (12 feet). These ladders shall be not less than 406 mm (16 inches) in width, with 19 mm (3/4 inch) diameter rungs spaced 305 mm (12 inches) apart. The two stringers shall be a minimum 10 mm (3/8 inch) thick and 63 mm (2-1/2 inches) wide. Ladders and inserts shall be galvanized after fabrication in conformance with ASTM A 123/A 123M.

### 2.5 RESILIENT CONNECTORS

Flexible, watertight connectors used for connecting pipe to manholes and inlets shall conform to ASTM C 923.

### 2.6 HYDROSTATIC TEST ON WATERTIGHT JOINTS

#### 2.6.1 Concrete, PVC and PE 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 443M. 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 600 mm 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 PE 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

#### 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 Flexible Watertight, Gasketed Joints

Installation shall be as recommended by the gasket manufacturer for use of lubricants and cements and other special installation requirements. The gasket shall be placed over one end of a section of pipe for half the width of the gasket. The other half shall be doubled over the end of the same pipe. When the adjoining section of pipe is in place, the doubled-over half of the gasket shall then be rolled over the adjoining section. Any unevenness in overlap shall be corrected so that the gasket covers the end of pipe sections equally. Connecting bands shall be centered over adjoining sections of pipe, and rods or bolts placed in position and nuts tightened. Band Tightening: The band shall be tightened evenly, even tension being kept on the rods or bolts, and the gasket; the gasket shall seat properly in the corrugations. Watertight joints shall remain uncovered for a period of time designated, and before being covered, tightness of the nuts shall be measured with a torque wrench. If the nut has tended to loosen its grip on the bolts or rods, the nut shall be retightened with a torque wrench and remain uncovered until a tight, permanent joint is assured.

## 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 indicated. Pipe connections to concrete manholes and inlets shall be made with flexible, watertight connectors.

### 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 1.83 m (6 feet) vertically, and shall be installed to provide at least 152 mm (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 150 mm 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 300 mm 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 200 millimeters. 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 150 mm 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 300 mm 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 or 4 m, whichever is less. After the backfill has reached at least 300 mm above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding 150 mm.

#### 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 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. Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.
- c. Under nontraffic areas, density shall be not less than that of the surrounding 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 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 vitrified clay pipes shall conform to ASTM C 828. Low pressure air testing for concrete pipes shall conform to ASTM C 924M . 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 924M , 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 600 mm 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 600 mm 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 9 ml per mm in diameter per 100 meters (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 --

## SECTION 05120

## STRUCTURAL STEEL

## 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 INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC FCD	(1995a) Quality Certification Program Description
AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
AISC ASD/LRFD Vol II	(1992) Manual of Steel Construction Vol II: Connections
AISC Design Guide No. 10	(1989) Erection Bracing of Low-Rise Structural Steel Frames
AISC LRFD Vol II	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol II: Structural Members, Specifications & Codes
AISC Pub No. S303	(1992) Code of Standard Practice for Steel Buildings and Bridges

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 6/A 6M	(1998a) General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 53	(1999) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 307	(1997) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
ASTM A 325M	(1997) High-Strength Bolts for Structural Steel Joints (Metric)
ASTM A 490M	(1993) High-Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints (Metric)
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

ASTM A 563M	(1997) Carbon and Alloy Steel Nuts (Metric)
ASTM A 709/A 709M	(1997a) Carbon and High-Strength Low-Alloy Structural Steel Shapes, Plates, and Bars and Quenched-and-Tempered Alloy Structural Steel Plates for Bridges
ASTM A 992/A 992M	(1998e1) Steel for Structural Shapes For Use in Building Framing
ASTM F 436M	(1993) Hardened Steel Washers (Metric)
ASTM F 844	(1998) Washers, Steel, Plain (Flat), Unhardened for General Use

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B46.1	(1995) Surface Texture (Surface Roughness, Waviness, and Lay)
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AMERICAN WELDING SOCIETY (AWS)

AWS A2.4	(1998) Standard Symbols for Welding, Brazing and Nondestructive Examination
AWS D1.1	(1998) Structural Welding Code - Steel

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (without Lead and Chromate Pigments)
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## 1.2 GENERAL REQUIREMENTS

Structural steel fabrication and erection shall be performed by an organization experienced in structural steel work of equivalent magnitude. The Contractor shall be responsible for correctness of detailing, fabrication, and for the correct fitting of structural members. Connections, for any part of the structure not shown on the contract drawings, shall be considered simple shear connections and shall be designed and detailed in accordance with pertinent provisions of AISC ASD Manual and AISC LRFD Vol II. Substitution of sections or modification of connection details will not be accepted unless approved by the Contracting Officer. AISC ASD Manual and AISC ASD/LRFD Vol II shall govern the work. Welding shall be in accordance with AWS D1.1; except that welding for critical applications shall be in accordance with Section 05090 WELDING, STRUCTURAL or paragraph WELDING. High-strength bolting shall be in accordance with AISC ASD Manual.

## 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

Structural Steel System; G,  
Structural Connections; G,

Shop and erection details including members (with their connections) not shown on the contract drawings. Welds shall be indicated by standard welding symbols in accordance with AWS A2.4.

SD-03 Product Data

Erection; G,

Prior to erection, erection plan of the structural steel framing describing all necessary temporary supports, including the sequence of installation and removal.

Welding; G,

WPS not prequalified.

WPS prequalified.

SD-04 Samples

High Strength Bolts and Nuts  
Carbon Steel Bolts and Nuts  
Nuts Dimensional Style  
Washers

Random samples of bolts, nuts, and washers as delivered to the job site if requested, taken in the presence of the Contracting Officer and provided to the Contracting Officer for testing to establish compliance with specified requirements.

SD-07 Certificates

Mill Test Reports

Certified copies of mill test reports for structural steel, structural bolts, nuts, washers and other related structural steel items, including attesting that the structural steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified, prior to the installation.

Welder Qualifications

Certified copies of welder qualifications test records showing qualification in accordance with AWS D1.1.

Welding Inspector

Welding Inspector qualifications.

Fabrication

A copy of the AISC certificate indicating that the fabrication plant meets the specified structural steelwork category.

#### 1.4 STORAGE

Material shall be stored out of contact with the ground in such manner and location as will minimize deterioration.

#### 1.5 WELDING INSPECTOR

Welding Inspector qualifications shall be in accordance with AWS D1.1

### PART 2 PRODUCTS

#### 2.1 STRUCTURAL STEEL

##### 2.1.1 Carbon Grade Steel

Carbon grade steel shall conform to ASTM A 36/A 36M.

##### 2.1.1 Carbon and High-Strength Low-Alloy Steel

Carbon and high-strength low-alloy steel shall conform to ASTM A 709/A 709M.

##### 2.1.2 Structural Shapes for Use in Building Framing

Wide flange shapes in accordance with ASTM A 992/A 992M shall be used where indicated on the drawings.

#### 2.2 STRUCTURAL TUBING

Structural tubing shall conform to ASTM A 500, Grade B.

#### 2.3 STEEL PIPE

Steel pipe shall conform to ASTM A 53, Type S, Grade B.

#### 2.3 HIGH STRENGTH BOLTS AND NUTS

High strength bolts shall conform to ASTM A 325M , Type 1 with carbon steel nuts conforming to ASTM A 563M , Grade C.

#### 2.4 CARBON STEEL BOLTS AND NUTS

Carbon steel bolts shall conform to ASTM A 307, Grade A with carbon steel nuts conforming to ASTM A 563M , Grade A.

#### 2.5 NUTS DIMENSIONAL STYLE

Carbon steel nuts shall be Heavy Hex style when used with ASTM A 307 bolts or Heavy Hex style when used with ASTM A 325M or ASTM A 490M bolts.

#### 2.6 WASHERS

Plain washers shall conform to ASTM F 844. Other types, when required, shall conform to ASTM F 436M

#### 2.7 PAINT

Paint shall conform to SSPC Paint 25.

### PART 3 EXECUTION

### 3.1 FABRICATION

Fabrication shall be in accordance with the applicable provisions of AISC ASD Manual. Fabrication and assembly shall be done in the shop to the greatest extent possible. The fabricating plant shall be certified under the AISC FCD for ~~Category I structural steelwork~~ Conventional Steel Building Structures (Sbd). Compression joints depending on contact bearing shall have a surface roughness not in excess of 13 micrometer as determined by ASME B46.1, and ends shall be square within the tolerances for milled ends specified in ASTM A 6/A 6M. Structural steelwork, except surfaces of steel to be encased in concrete, surfaces to be field welded, surfaces to be fireproofed, and contact surfaces of friction-type high-strength bolted connections shall be prepared for painting in accordance with endorsement "P" of AISC FCD and primed with the specified paint.

### 3.2 ERECTION

- a: Erection of structural steel, except as indicated in item b. below, shall be in accordance with the applicable provisions of AISC ASD Manual. Erection plan shall be reviewed, stamped and sealed by a structural engineer licensed by the state in which the project is located.
- b. For low-rise structural steel buildings (18 m tall or less and a maximum of 2 stories), the erection plan shall conform to AISC Pub No. S303 and the structure shall be erected in accordance with AISC Design Guide No. 10.

#### 3.2.1 Structural Connections

Anchor bolts and other connections between the structural steel and foundations shall be provided and shall be properly located and built into connecting work. Field welded structural connections shall be completed before load is applied.

#### 3.2.2 Base Plates and Bearing Plates

Column base plates for columns and bearing plates for beams, girders, and similar members shall be provided. Base plates and bearing plates shall be provided with full bearing after the supported members have been plumbed and properly positioned, but prior to placing superimposed loads. Separate setting plates under column base plates will not be permitted. The area under the plate shall be damp-packed solidly with bedding mortar, except where nonshrink grout is indicated on the drawings. Bedding mortar and grout shall be as specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

#### 3.2.3 Field Priming

After erection, the field bolt heads and nuts, field welds, and any abrasions in the shop coat shall be cleaned and primed with paint of the same quality as that used for the shop coat.

### 3.3 WELDING

The contractor shall develop and submit the Welding Procedure Specifications (WPS) for all welding, including welding done using

prequalified procedures. Prequalified procedures may be submitted for information only; however, procedures that are not prequalified shall be submitted for approval.

-- End of Section --

## SECTION 15080

## THERMAL INSULATION FOR MECHANICAL SYSTEMS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. At the discretion of the Government, the manufacturer of any material supplied will be required to furnish test reports pertaining to any of the tests necessary to assure compliance with the standard or standards referenced in this specification.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 580/A 580M	(1998) Stainless Steel Wire
ASTM B 209M	(2000) Aluminum and Aluminum-Alloy Sheet and Plate (Metric)
ASTM C 195	(1995) Mineral Fiber Thermal Insulating Cement
ASTM C 449/C 449M	(1995) Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement
ASTM C 518	(1998) Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
ASTM C 534	(1999) Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
ASTM C 547	(1995) Mineral Fiber Pipe Insulation
ASTM C 552	(2000) Cellular Glass Thermal Insulation
ASTM C 647	(1995) Properties and Tests of Mastics and Coating Finishes for Thermal Insulation
ASTM C 795	(1992; R 1998e1) Thermal Insulation for Use in Contact With Austenitic Stainless Steel
ASTM C 916	(1985; R 1996e1) Adhesives for Duct Thermal Insulation
ASTM C 920	(1998) Elastomeric Joint Sealants
ASTM C 921	(1989; R 1996) Determining the Properties of Jacketing Materials for Thermal Insulation
ASTM C 1136	(1995) Flexible, Low Permeance Vapor

## Retarders for Thermal Insulation

ASTM E 84 (2000a) Surface Burning Characteristics of Building Materials

ASTM E 96 (2000) Water Vapor Transmission of Materials

## MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-69 (1996) Pipe Hangers and Supports - Selection and Application

## MIDWEST INSULATION CONTRACTORS ASSOCIATION (MICA)

MICA Insulation Stds (1993) National Commercial & Industrial Insulation Standards

## 1.2 SYSTEM DESCRIPTION

Field-applied insulation and accessories on mechanical systems shall be as specified herein; factory-applied insulation is specified under the piping, duct or equipment to be insulated. Field applied insulation materials required for use on Government-furnished items as listed in the SPECIAL CONTRACT REQUIREMENTS shall be furnished and installed by the Contractor.

## 1.3 GENERAL QUALITY CONTROL

## 1.3.1 Standard Products

Materials shall be the standard products of manufacturers regularly engaged in the manufacture of such products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

## 1.3.2 Installer's Qualifications

Qualified installers shall have successfully completed three or more similar type jobs within the last 5 years.

## 1.3.3 Surface Burning Characteristics

Unless otherwise specified, insulation not covered with a jacket shall have a flame spread index no higher than 75 and a smoke developed index no higher than 150. Insulation systems which are located in air plenums, in ceiling spaces, and in attic spaces shall have a flame spread index no higher than 25 and a smoke developed index no higher than 50. Insulation materials located exterior to the building perimeter are not required to be fire-rated. Flame spread and smoke developed indexes shall be determined by ASTM E 84. Insulation shall be tested in the same density and installed thickness as the material to be used in the actual construction. Material supplied by a manufacturer with a jacket shall be tested as a composite material. Jackets, facings, and adhesives shall have a flame spread index no higher than 25 and a smoke developed index no higher than 50 when tested in accordance with ASTM E 84.

## 1.3.4 Identification of Materials

Packages or standard containers of insulation, jacket material, cements, adhesives, and coatings delivered for use, and samples required for approval shall have manufacturer's stamp or label attached giving the name of the manufacturer and brand, and a description of the material.

#### 1.4 SUBMITTALS

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

##### SD-04 Samples

###### Thermal Insulation Materials;

A complete list of materials, including manufacturer's descriptive technical literature, performance data, catalog cuts, and installation instructions. The product number, k-value, thickness and furnished accessories for each mechanical system requiring insulation shall be included. Materials furnished under this section of the specification shall be submitted at one time.

Pipe Insulation Display Sections: Display sample sections shall include as a minimum an elbow or tee, a valve, dielectric unions and flanges, a hanger with protection shield and insulation insert, or dowel as required, at support point, method of fastening and sealing insulation at longitudinal lap, circumferential lap, butt joints at fittings and on pipe runs, and terminating points for each type of pipe insulation used on the job, and for hot pipelines and cold pipelines, both interior and exterior, even when the same type of insulation is used for these services.

Duct Insulation Display Sections: Display sample sections for rigid and flexible duct insulation used on the job. A display section for duct insulation exposed to weather shall be protected by enclosing with a temporary covering.

#### 1.5 STORAGE

Materials shall be delivered in the manufacturer's unopened containers. Materials delivered and placed in storage shall be provided with protection from weather, humidity, dirt, dust and other contaminants. Insulation material and supplies that become dirty, dusty, wet, or otherwise contaminated may be rejected by the Contracting Officer.

## PART 2 PRODUCTS

### 2.1 GENERAL MATERIALS

Materials shall be compatible and shall not contribute to corrosion, soften, or otherwise attack surfaces to which applied in either the wet or dry state. Materials to be used on stainless steel surfaces shall meet ASTM C 795 requirements. Materials shall be asbestos free and conform to the following:

#### 2.1.1 Adhesives

#### 2.1.1.1 Acoustical Lining Insulation Adhesive

Adhesive shall be a nonflammable, fire-resistant adhesive conforming to ASTM C 916, Type I.

#### 2.1.1.2 Mineral Fiber Insulation Cement

Cement shall be in accordance with ASTM C 195.

#### 2.1.1.3 Lagging Adhesive

Lagging is the material used for thermal insulation, especially around a cylindrical object. This may include the insulation as well as the cloth/material covering the insulation. Lagging adhesives shall be nonflammable and fire-resistant and shall have a flame spread rating no higher than 25 and a smoke developed rating no higher than 50 when tested in accordance with ASTM E 84. Adhesive shall be pigmented white and be suitable for bonding fibrous glass cloth to faced and unfaced fibrous glass insulation board; for bonding cotton brattice cloth to faced and unfaced fibrous glass insulation board; for sealing edges of and bounding fibrous glass tape to joints of fibrous glass board; for bonding lagging cloth to thermal insulation; or for attaching fibrous glass insulation to metal surfaces. Lagging adhesives shall be applied in strict accordance with the manufacturer's recommendations.

#### 2.1.2 Contact Adhesive

Adhesive may be dispersed in a nonhalogenated organic solvent or, dispersed in a nonflammable organic solvent which shall not have a fire point below 94 degrees C. The adhesive shall not adversely affect, initially or in service, the insulation to which it is applied, nor shall it cause any corrosive effect on metal to which it is applied. Any solvent dispersing medium or volatile component of the adhesive shall have no objectionable odor and shall not contain any benzene or carbon tetrachloride. The dried adhesive shall not emit nauseous, irritating, or toxic volatile matters or aerosols when the adhesive is heated to any temperature up to 100 degrees C.

The adhesive shall be nonflammable and fire resistant.

#### 2.1.3 Caulking

ASTM C 920, Type S, Grade NS, Class 25, Use A.

#### 2.1.4 Corner Angles

Nominal 0.4060 mm (0.016 inch) aluminum 25 x 25 mm with factory applied kraft backing. Aluminum shall be ASTM B 209M, Alloy 3003, 3105, or 5005.

#### 2.1.5 Finishing Cement

Mineral fiber hydraulic-setting thermal insulating cement ASTM C 449/C 449M.

All cements that may come in contact with Austenitic stainless steel must include testing per ASTM C 795.

#### 2.1.6 Fibrous Glass Cloth and Glass Tape

Fibrous glass cloth and glass tape shall have flame spread and smoke developed ratings of no greater than 25/50 when measured in accordance with ASTM E 84. Tape shall be 100 mm wide rolls.

### 2.1.7 Staples

Outward clinching type monel or ASTM A 167, Type 304 or 316 stainless steel. Monel is a nickel rich alloy which has high strength, high ductility, and excellent resistance to corrosion.

### 2.1.8 Jackets

ASTM C 921, Type I, maximum moisture vapor transmission 0.02 perms, (measured before factory application or installation), minimum puncture resistance 50 Beach units on all surfaces except concealed ductwork, where a minimum puncture resistance of 25 Beach units is acceptable. Minimum tensile strength, 6.1 N/mm (35 pounds/inch) width. ASTM C 921, Type II, minimum puncture resistance 25 Beach units, tensile strength minimum 3.5 N/mm width. Jackets used on insulation exposed in finished areas shall have white finish suitable for painting without sizing. Based on the application, insulation materials which require factory applied jackets are mineral fiber, cellular glass, and phenolic foam. All non-metallic jackets shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with ASTM E 84.

#### 2.1.8.1 White Vapor Retarder All Service Jacket (ASJ)

For use on hot/cold pipes, ducts, or equipment vapor retarder jackets used on insulation exposed in finished areas shall have white finish suitable for painting without sizing.

#### 2.1.8.2 Aluminum Jackets

Aluminum jackets shall be corrugated, embossed or smooth sheet, 0.4060 mm nominal thickness; ASTM B 209M, Temper H14, Temper H16, Alloy 3003, 5005, or 3105 with factory applied moisture retarder. Corrugated aluminum jacket shall not be used outdoors. Aluminum jacket securing bands shall be Type 304 stainless steel, 0.3960 mm thick, 12.7 mm wide for pipe under 300 mm diameter and 19.1 mm (3/4 inch) wide for pipe over 300 mm and larger diameter. Aluminum jacket circumferential seam bands shall be 50.8 x 0.4060 mm aluminum matching jacket material. Bands for insulation below ground shall be 19.1 x 0.5080 mm thick stainless steel, or fiberglass reinforced tape. The jacket may, at the option of the Contractor, be provided with a factory fabricated Pittsburgh or "Z" type longitudinal joint. When the "Z" joint is used, the bands at the circumferential joints shall be designed by the manufacturer to seal the joints and hold the jacket in place.

#### 2.1.8.3 Polyvinyl Chloride (PVC) Jackets

Polyvinyl chloride (PVC) jacket and fitting covers shall have high impact strength, UV resistant rating or treatment and moderate chemical resistance with minimum thickness 0.7620 mm.

### 2.1.9 Vapor Retarder Coating

The vapor retarder coating shall be fire and water resistant and appropriately selected for either outdoor or indoor service. Color shall be white. The water vapor permeance of the compound shall be determined according to procedure B of ASTM E 96 utilizing apparatus described in ASTM E 96. The coating shall be a nonflammable, fire resistant type. All other application and service properties shall be in accordance with ASTM C 647.

#### 2.1.9.1 Vapor Retarder Required

ASTM C 1136, Type I, maximum moisture vapor transmission 0.02 perms, minimum puncture resistance 50 Beach units on all surfaces except concealed ductwork, where Type II, maximum moisture vapor transmission 0.02 perms, a minimum puncture resistance of 25 Beach units is acceptable.

#### 2.1.9.2 Vapor Retarder Not Required

ASTM C 1136, Type III, maximum moisture vapor transmission 0.10 perms, minimum puncture resistance 50 Beach units on all surfaces except ductwork, where Type IV, maximum moisture vapor transmission 0.10, a minimum puncture resistance of 25 Beach units is acceptable.

#### 2.1.10 Wire

Soft annealed ASTM A 580/A 580M Type 302, 304 or 316 stainless steel, 16 or 18 gauge.

### 2.2 PIPE INSULATION MATERIALS

Insulation materials shall conform to EPA requirements. Pipe insulation materials shall be limited to those listed herein and shall meet the following requirements:

#### 2.2.1 Aboveground Cold Pipeline

Insulation for minus 34 degrees to plus 16 degrees C for outdoor, indoor, exposed or concealed applications, shall be as follows:

- a. Cellular Glass: ASTM C 552, Type II, and Type III. Supply the insulation with manufacturer's recommended factory applied jacket.
- b. Flexible Elastomeric Cellular Insulation: ASTM C 534, Type I or II. Type II shall have vapor retarder skin on both sides of the insulation.
- c. Mineral Fiber: ASTM C 547

#### 2.2.2 Aboveground Hot Pipeline

Insulation for above 16 degrees C, for outdoor, indoor, exposed or concealed applications shall meet the following requirements. Supply the insulation with manufacturers recommended factory applied jacket.

- a. Mineral Fiber: ASTM C 547, Types I, II or III, supply the insulation with manufacturers recommended factory applied jacket.
- b. Cellular Glass: ASTM C 552, Type II and Type III. Supply the insulation with manufacturers recommended factory applied jacket.
- c. Flexible Elastomeric Cellular Insulation: ASTM C 534, Type I or II to 93 degrees C service.

### 2.3 Flexible Elastomeric Cellular Insulation

ASTM C 534, Type II, to 93 degrees C.

### PART 3 EXECUTION

#### 3.1 APPLICATION - GENERAL

Insulation shall only be applied to unheated and uncooled piping and equipment. Flexible elastomeric cellular insulation shall not be compressed at joists, studs, columns, ducts, hangers, etc. The insulation shall not pull apart after one hour period; any insulation found to pull apart after one hour shall be replaced.

##### 3.1.1 Installation

Except as otherwise specified, material shall be installed in accordance with the manufacturer's written instructions. Insulation materials shall not be applied until tests specified in other sections of this specification are completed. Material such as rust, scale, dirt and moisture shall be removed from surfaces to receive insulation. Insulation shall be kept clean and dry. Insulation shall not be removed from its shipping containers until the day it is ready to use and shall be returned to like containers or equally protected from dirt and moisture at the end of each workday. Insulation that becomes dirty shall be thoroughly cleaned prior to use. If insulation becomes wet or if cleaning does not restore the surfaces to like new condition, the insulation will be rejected, and shall be immediately removed from the jobsite. Joints shall be staggered on multi layer insulation. Mineral fiber thermal insulating cement shall be mixed with demineralized water when used on stainless steel surfaces. Insulation, jacketing and accessories shall be installed in accordance with MICA Insulation Stds standard plates except where modified herein or on the drawings.

##### 3.1.2 Painting and Finishing

Painting shall be as specified in Section 09900 PAINTING, GENERAL.

##### 3.1.3 Installation of Flexible Elastomeric Cellular Insulation

Flexible elastomeric cellular insulation shall be installed with seams and joints sealed with rubberized contact adhesive. Insulation with pre-applied adhesive is not permitted. Flexible elastomeric cellular insulation shall not be used on surfaces greater than 93 degrees C. Seams shall be staggered when applying multiple layers of insulation. Insulation exposed to weather and not shown to have jacketing shall be protected with two coats of UV resistant finish as recommended by the manufacturer after the adhesive is dry. A brush coating of adhesive shall be applied to both butt ends to be joined and to both slit surfaces to be sealed. The adhesive shall be allowed to set until dry to touch but tacky under slight pressure before joining the surfaces. Insulation seals at seams and joints shall not be capable of being pulled apart one hour after application. Insulation that can be pulled apart one hour after installation shall be replaced.

##### 3.1.4 Pipes/Ducts/Equipment which Require Insulation

Insulation is required on all pipes, ducts, or equipment, except for omitted items, as specified.

#### 3.2 PIPE INSULATION INSTALLATION

### 3.2.1 Pipe Insulation

#### 3.2.1.1 General

Pipe insulation shall be installed on aboveground hot and cold pipeline systems as specified below to form a continuous thermal retarder, including straight runs, fittings and appurtenances unless specified otherwise. Installation shall be with full length units of insulation and using a single cut piece to complete a run. Cut pieces or scraps abutting each other shall not be used. Pipe insulation shall be omitted on the following:

- a. Pipe used solely for fire protection.
- b. Chromium plated pipe to plumbing fixtures. However, fixtures for use by the physically handicapped shall have the hot water supply and drain, including the trap, insulated where exposed.
- c. Sanitary drain lines.
- d. Air chambers.

#### 3.2.1.2 Pipes Passing Through Walls, Roofs, and Floors

- a. Pipe insulation shall be continuous through the sleeve.
- b. An aluminum jacket with factory applied moisture retarder shall be provided over the insulation wherever penetrations require sealing.
- c. Where penetrating interior walls, the aluminum jacket shall extend 50 mm beyond either side of the wall and shall be secured on each end with a band.
- d. Where penetrating floors, the aluminum jacket shall extend from a point below the backup material to a point 250 mm above the floor with one band at the floor and one not more than 25 mm from the end of the aluminum jacket.
- e. Where penetrating waterproofed floors, the aluminum jacket shall extend from below the backup material to a point 50 mm above the flashing with a band 25 mm from the end of the aluminum jacket.
- f. Where penetrating exterior walls, the aluminum jacket required for pipe exposed to weather shall continue through the sleeve to a point 50 mm beyond the interior surface of the wall.
- g. Where penetrating roofs, pipe shall be insulated as required for interior service to a point flush with the top of the flashing and sealed with vapor retarder coating. The insulation for exterior application shall butt tightly to the top of flashing and interior insulation. The exterior aluminum jacket shall extend 50 mm down beyond the end of the insulation to form a counter flashing. The flashing and counter flashing shall be sealed underneath with caulking.
- h. For hot water pipes supplying lavatories or other similar heated service which requires insulation, the insulation shall be terminated on the backside of the finished wall. The insulation termination shall be protected with two coats of vapor barrier coating with a minimum total thickness of 2.0 mm applied with

glass tape embedded between coats (if applicable). The coating shall extend out onto the insulation 50.0 mm and shall seal the end of the insulation. Glass tape seams shall overlap 25 mm . Caulk the annular space between the pipe and wall penetration with approved fire stop material. Cover the pipe and wall penetration with a properly sized (well fitting) escutcheon plate. The escutcheon plate shall overlap the wall penetration at least 10 mm .

- i. For domestic cold water pipes supplying lavatories or other similar cooling service which requires insulation, the insulation shall be terminated on the finished side of the wall (i.e., insulation must cover the pipe throughout the wall penetration). The insulation shall be protected with two coats of vapor barrier coating with a minimum total thickness of 2.0 mm . The coating shall extend out onto the insulation 50.0 and shall seal the end of the insulation. Caulk the annular space between the outer surface of the pipe insulation and the wall penetration with an approved fire stop material having vapor retarder properties. Cover the pipe and wall penetration with a properly sized (well fitting) escutcheon plate. The escutcheon plate shall overlap the wall penetration by at least 10 mm .

#### 3.2.1.3 Pipes Passing Through Hangers

- a. Insulation, whether hot or cold application, shall be continuous through hangers. All horizontal pipes 50 mm and smaller shall be supported on hangers with the addition of a Type 40 protection shield to protect the insulation in accordance with MSS SP-69. Whenever insulation shows signs of being compressed, or when the insulation or jacket shows visible signs of distortion at or near the support shield, insulation inserts as specified below for piping larger than 50 mm shall be installed.
- b. Horizontal pipes larger than 50 mm and below 16 degrees C shall be supported on hangers with the addition of a Type 40 protection shield in accordance with MSS SP-69. An insulation insert of cellular glass or calcium silicate or perlite (above 27 C shall be installed above each shield. The insert shall cover not less than the bottom 180 degree arc of the pipe. Inserts shall be the same thickness as the insulation, and shall extend 50 mm on each end beyond the protection shield. When insulation inserts are required per the above, and the insulation thickness is less than 25 mm, wooden or cork dowels or blocks may be installed between the pipe and the shield to prevent the weight of the pipe from crushing the insulation, as an option to installing insulation inserts. The insulation jacket shall be continuous over the wooden dowel, wooden block, or insulation insert.
- c. Vertical pipes shall be supported with either Type 8 or Type 42 riser clamps with the addition of two Type 40 protection shields in accordance with MSS SP-69 covering the 360 degree arc of the insulation. An insulation insert of cellular glass or calcium silicate shall be installed between each shield and the pipe. The insert shall cover the 360 degree arc of the pipe. Inserts shall be the same thickness as the insulation, and shall extend 50 mm on each end beyond the protection shield. When insulation inserts are required per the above, and the insulation thickness is less than 25 mm, wooden or cork dowels or blocks may be installed between the pipe and the shield to prevent the hanger from

crushing the insulation, as an option instead of installing insulation inserts. The insulation jacket shall be continuous over the wooden dowel, wooden block, or insulation insert. The vertical weight of the pipe shall be supported with hangers located in a horizontal section of the pipe. When the pipe riser is longer than 9 m, the weight of the pipe shall be additionally supported with hangers in the vertical run of the pipe which are directly clamped to the pipe, penetrating the pipe insulation. These hangers shall be insulated and the insulation jacket sealed as indicated herein for anchors in a similar service.

- d. Inserts shall be covered with a jacket material of the same appearance and quality as the adjoining pipe insulation jacket, shall overlap the adjoining pipe jacket 38 mm, and shall be sealed as required for the pipe jacket. The jacket material used to cover inserts in flexible elastomeric cellular insulation shall conform to ASTM C 1136, Type 1, and is allowed to be of a different material than the adjoining insulation material.

#### 3.2.1.4 Flexible Elastomeric Cellular Pipe Insulation

Flexible elastomeric cellular pipe insulation shall be tubular form for pipe sizes 150 mm and less. Type II sheet insulation used on pipes larger than 150 mm shall not be stretched around the pipe. On pipes larger than 300 mm, adhere insulation directly to the pipe on the lower 1/3 of the pipe. Seams shall be staggered when applying multiple layers of insulation. Sweat fittings shall be insulated with miter-cut pieces the same size as on adjacent piping. Screwed fittings shall be insulated with sleeved fitting covers fabricated from miter-cut pieces and shall be overlapped and sealed to the adjacent pipe insulation.

#### 3.2.2 Aboveground Cold Pipelines

The following cold pipelines shall be insulated per Table I minus 34 degrees C to plus 16 degrees C:

- a. Domestic cold and chilled drinking water.
- b. Make-up water.
- c. Refrigerant suction lines.
- d. Air conditioner condensate drains.
- e. Exposed lavatory drains and domestic water lines serving plumbing fixtures for handicap persons.

##### 3.2.2.1 Insulation Thickness

Insulation thickness for cold pipelines shall be determined using Table I.

Table I - Cold Piping Insulation Thickness  
Pipe Size (mm)

Type of Service	Material	Runouts up to 50 mm*	25 mm & less	30 50 mm	65 - 100 mm	125 - 150 mm	205 mm & larger
Refrigerant suction piping	CG		40	40	40	40	40
	FC		25	25	25	25	25
	PF		25	25	25	25	25
	PC		25	25	25	25	25
Cold domestic water, above and below ceilings, & make up water	CG	40	40	40	40	40	40
	FC	10	10	10	10	10	10
	PF	25	25	25	25	25	25
	PC	25	25	25	25	25	25
Exposed lavatory drains and domestic water lines serving plumbing fixtures for handicap personnel	FC	15	15	15	15	20	20
	MF	15	25	25	40	40	40
Air conditioning condensate drain located inside building	FC		10	15	15	N/A	N/A
	PF		25	25	25	N/A	N/A
	PC		25	25	25	N/A	N/A

\*When runouts to terminal units exceed 3.66 m the entire length of runout shall be insulated like the main feed pipe.

LEGEND:

CG - Cellular Glass

MF - Mineral Fiber

FC - Flexible Elastomeric Cellular

3.2.3 Aboveground Hot Pipelines

The following hot pipelines above 16 degrees C shall be insulated per Table II:

- a. Domestic hot water supply

3.2.3.1 Insulation Thickness

Insulation thickness for hot pipelines shall be determined using Table II.

LEGEND:

CG - Cellular Glass

MF - Mineral Fiber

FC - Flexible Elastomeric Cellular

Table II - Hot Piping Insulation Thickness  
Pipe Size (mm)

Type of Service	Material	Runouts up to 50 mm*	25 mm & less	32 - 50 mm	65 - 100 mm	125 - 150 mm	205 mm & larger
Hot domestic water supply	CG	40	40	40	40	40	40
	FC	15	25	25	40	40	40
	PF	15	25	25	25	25	25
	MF	15	40	40	40	40	40
	PC	25	25	25	25	25	25

\* When runouts to terminal units exceed 3.66 m, the entire length of runout shall be insulated like the main feed pipe.

3.2.3.2 Jacket for Insulated Hot Pipe, Except Pipe Insulated with Flexible Elastomeric Cellular

Insulation shall be covered, in accordance with manufacturer's recommendations, with a factory applied Type II jacket or field applied aluminum where required or seal welded PVC.

3.2.3.3 Insulation for Straight Runs

- a. Insulation shall be applied to the pipe with joints tightly butted.
- b. Longitudinal laps of the jacket material shall overlap not less than 38 mm, and butt strips 75 mm wide shall be provided for circumferential joints.
- c. Laps and butt strips shall be secured with adhesive and stapled on 100 mm centers if not factory self-sealing. Adhesive may be omitted where pipe is concealed.
- d. Factory self-sealing lap systems may be used when the ambient temperature is between 4 degrees and 49 degrees C and shall be installed in accordance with manufacturer's instructions. Laps and butt strips shall be stapled whenever there is nonadhesion of the system. Where gaps occur, the section shall be replaced or the gap repaired by applying adhesive under the lap and then stapling.
- e. Breaks and punctures in the jacket material shall be patched by either wrapping a strip of jacket material around the pipe and securing with adhesive and staple on 100 mm centers (if not factory self-sealing), or patching with tape and sealing with a brush coat of vapor retarder coating. Adhesive may be omitted where pipe is concealed. Patch shall extend not less than 38 mm past the break.
- f. Flexible elastomeric cellular pipe insulation shall be installed by slitting tubular sections and applying onto piping or tubing. Alternately, whenever possible, slide unslit sections over the open ends of piping or tubing. All seams and butt joints shall be secured and sealed with adhesive. When using self seal products

only the butt joints shall be secured with adhesive. Insulation shall be pushed on the pipe, never pulled. Stretching of insulation may result in open seams and joints. All edges shall be clean cut. Rough or jagged edges of the insulation shall not be permitted. Proper tools such as sharp knives shall be used. Type II sheet insulation when used on pipe larger than 150 mm shall not be stretched around the pipe. On pipes larger than 300 mm, adhere sheet insulation directly to the pipe on the lower 1/3 of the pipe.

#### 3.2.3.4 Insulation for Fittings and Accessories

- a. Pipe insulation shall be tightly butted to the insulation of the fittings and accessories.
- b. Precut or preformed insulation shall be placed around all fittings and accessories and shall conform to MICA plates, except as modified herein: 5 for anchors; 10, 11, 12, and 13 for fittings; 14, 15 and 16 for valves; 17 for flanges and unions; and 18 for couplings. Insulation shall be the same as the pipe insulation, including same density, thickness, and thermal conductivity. Where precut/preformed is unavailable, rigid preformed pipe insulation sections may be segmented into the shape required. Insulation of the same thickness and conductivity as the adjoining pipe insulation shall be used. If nesting size insulation is used, the insulation shall be overlapped 50 mm or one pipe diameter. Elbows insulated using segments shall conform to MICA Tables 12.20 "Mitered Insulation Elbow".
- c. Upon completion of installation of insulation on flanges, unions, valves, anchors, fittings and accessories, terminations and insulation not protected by factory vapor retarder jackets or PVC fitting covers shall be protected with two coats of adhesive applied with glass tape embedded between coats. Tape seams shall overlap 25 mm. Adhesive shall extend onto the adjoining insulation not less than 50 mm. The total dry film thickness shall be not less than 2.0 mm.
- d. Insulation terminations shall be tapered to unions at a 45-degree angle.
- e. At the option of the Contractor, factory premolded one- or two-piece PVC fitting covers may be used in lieu of the adhesive and embedded glass tape. Factory premolded segments or factory or field cut blanket insert insulation segments shall be used under the cover and shall be the same thickness as adjoining pipe insulation. The covers shall be secured by PVC vapor retarder tape, adhesive, seal-welding or with tacks made for securing PVC covers.

#### 3.2.4 Piping Exposed to Weather

Piping exposed to weather shall be insulated and jacketed as specified for the applicable service inside the building. After this procedure, an aluminum jacket or PVC jacket shall be applied. PVC jacketing requires no factory applied jacket beneath it, however an all service jacket shall be applied if factory applied jacketing is not furnished. Flexible elastomeric cellular insulation exposed to weather shall be treated in accordance with paragraph INSTALLATION OF FLEXIBLE ELASTOMERIC CELLULAR

## INSULATION.

## 3.2.4.1 Aluminum Jacket

The jacket for hot piping may be factory applied. The jacket shall overlap not less than 50 mm at longitudinal and circumferential joints and shall be secured with bands at not more than 300 mm centers. Longitudinal joints shall be overlapped down to shed water and located at 4 or 8 o'clock positions. Joints on piping 16 degrees C and below shall be sealed with caulking while overlapping to prevent moisture penetration. Where jacketing on piping 16 degrees C and below abuts an uninsulated surface, joints shall be caulked to prevent moisture penetration. Joints on piping above 16 degrees C shall be sealed with a moisture retarder.

## 3.2.4.2 Insulation for Fittings

Flanges, unions, valves, fittings, and accessories shall be insulated and finished as specified for the applicable service. Two coats of breather emulsion type weatherproof mastic (impermeable to water, permeable to air) recommended by the insulation manufacturer shall be applied with glass tape embedded between coats. Tape overlaps shall be not less than 25 mm and the adjoining aluminum jacket not less than 50 mm. Factory preformed aluminum jackets may be used in lieu of the above. Molded PVC fitting covers shall be provided when PVC jackets are used for straight runs of pipe. PVC fitting covers shall have adhesive welded joints and shall be weatherproof.

## 3.2.4.3 PVC Jacket

PVC jacket shall be ultraviolet resistant and adhesive welded weather tight with manufacturer's recommended adhesive. Installation shall include provision for thermal expansion.

## 3.3 DUCT INSULATION INSTALLATION

Corner angles shall be installed on external corners of insulation on ductwork in exposed finished spaces before covering with jacket.

## 3.3.1 Duct Insulation Thickness

Duct insulation thickness shall be in accordance with Table III.

Table III - Minimum Duct Insulation (mm)

Cold Air Ducts	50
Relief Ducts	40
Fresh Air Intake Ducts	40
Warm Air Ducts	50
Relief Ducts	40
Fresh Air Intake Ducts	40

Maximum thickness for flexible elastomeric cellular insulation shall not exceed 25 mm, and maximum thickness for polyisocyanurate foam insulation shall not exceed 40 mm to comply with ASTM E 84 flame spread/smoke developed ratings of 25/50

### 3.3.2 Insulation and Vapor Retarder for Cold Air Duct

Insulation and vapor retarder shall be provided for the following cold air ducts and associated equipment.

- a. Supply ducts.
- b. Return air ducts.
- c. Relief ducts.
- d. Flexible runouts (field-insulated).
- e. Plenums.
- f. Fresh air intake ducts.
- g. Filter boxes.

Insulation for rectangular ducts shall be flexible type where concealed, minimum density 12 kg per cubic meter and rigid type where exposed, minimum density 48 kg per cubic meter. Insulation for round/oval ducts shall be flexible type, minimum density 12 kg per cubic meter with a factory Type I or II jacket; or, a semi rigid board, minimum density 48 kg per cubic meter, , formed or fabricated to a tight fit, edges beveled and joints tightly butted and staggered, with a factory applied Type I or II all service jacket. Insulation for exposed ducts shall be provided with either a white, paintable, factory-applied Type I jacket or a vapor retarder jacket coating finish as specified. Insulation on concealed duct shall be provided with a factory-applied Type I or II vapor retarder jacket. The total dry film thickness shall be approximately 2.0 mm.. Duct insulation shall be continuous through sleeves and prepared openings except fire wall penetrations. Duct insulation terminating at fire dampers, shall be continuous over the damper collar and retaining angle of fire dampers, which are exposed to unconditioned air and which may be prone to condensate formation. Duct insulation and vapor retarder shall cover the collar, neck, and any uninsulated surfaces of diffusers, registers and grills. Vapor retarder materials shall be applied to form a complete unbroken vapor seal over the insulation. Sheet Metal Duct shall be sealed in accordance with CECS 15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM.

#### 3.3.2.1 Installation on Concealed Duct

- a. For rectangular, oval or round ducts, insulation shall be attached by applying adhesive around the entire perimeter of the duct in 150 mm wide strips on 300 mm centers.
- b. For rectangular and oval ducts, 600 mm (24 inches) and larger insulation shall be additionally secured to bottom of ducts by the use of mechanical fasteners. Fasteners shall be spaced on 400 mm centers and not more than 400 mm from duct corners.
- c. For rectangular, oval and round ducts, mechanical fasteners shall be provided on sides of duct risers for all duct sizes. Fasteners shall be spaced on 400 mm centers and not more than 400 mm from duct corners.
- d. Insulation shall be impaled on the mechanical fasteners (self stick pins) where used and shall be pressed thoroughly into the adhesive. Care shall be taken to ensure vapor retarder jacket joints overlap 50 mm. The insulation shall not be compressed to a thickness less than that specified. Insulation shall be carried over standing seams and trapeze-type duct hangers.
- e. Self-locking washers shall be installed where mechanical fasteners are used. The pin shall be trimmed back and bent over.
- f. Jacket overlaps shall be secured with staples and tape as necessary to ensure a secure seal. Staples, tape and seams shall be coated with a brush coat of vapor retarder coating.
- g. Breaks in the jacket material shall be covered with patches of the same material as the vapor retarder jacket. The patches shall extend not less than 50 mm beyond the break or penetration in all directions and shall be secured with tape and staples. Staples and tape joints shall be sealed with a brush coat of vapor retarder coating.
- h. At jacket penetrations such as hangers, thermometers, and damper operating rods, voids in the insulation shall be filled and the penetration sealed with a brush coat of vapor retarder coating.
- i. Insulation terminations and pin punctures shall be sealed and flashed with a reinforced vapor retarder coating finish or tape with a brush coat of vapor retarder coating.. The coating shall overlap the adjoining insulation and uninsulated surface 50 mm. Pin puncture coatings shall extend 50 mm from the puncture in all directions.
- j. Where insulation standoff brackets occur, insulation shall be extended under the bracket and the jacket terminated at the bracket.

#### 3.3.2.2 Installation on Exposed Duct Work

- a. For rectangular ducts, rigid insulation shall be secured to the duct by mechanical fasteners on all four sides of the duct, spaced not more than 300 mm apart and not more than 75 mm from the edges of the insulation joints. A minimum of two rows of fasteners shall be provided for each side of duct 300 mm and larger. One row shall be provided for each side of duct less than 300 mm.

- b. Duct insulation shall be formed with minimum jacket seams. Each piece of rigid insulation shall be fastened to the duct using mechanical fasteners. When the height of projections is less than the insulation thickness, insulation shall be brought up to standing seams, reinforcing, and other vertical projections and shall not be carried over. Vapor retarder jacket shall be continuous across seams, reinforcing, and projections. When height of projections is greater than the insulation thickness, insulation and jacket shall be carried over.
- c. Insulation shall be impaled on the fasteners; self-locking washers shall be installed and the pin trimmed or bent over.
- d. Joints in the insulation jacket shall be sealed with a 100 mm wide strip of tape. Tape seams shall be sealed with a brush coat of vapor retarder coating.
- e. Breaks and ribs or standing seam penetrations in the jacket material shall be covered with a patch of the same material as the jacket. Patches shall extend not less than 50 mm beyond the break or penetration and shall be secured with tape and stapled. Staples and joints shall be sealed with a brush coat of vapor retarder coating.
- f. At jacket penetrations such as hangers, thermometers, and damper operating rods, the voids in the insulation shall be filled and the penetrations sealed with a brush coat of vapor retarder coating.
- g. Insulation terminations and pin punctures shall be sealed and flashed with a reinforced vapor retarder coating finish. The coating shall overlap the adjoining insulation and uninsulated surface 50 mm. Pin puncture coatings shall extend 50 mm from the puncture in all directions.
- h. Oval and round ducts, flexible type, shall be insulated with factory Type I jacket insulation with minimum density of 12 kg per cubic meter, attached as per MICA standards.

-- End of Section --

## SECTION 16410

## AUTOMATIC TRANSFER SWITCH AND BY-PASS/ISOLATION SWITCH

## PART 1 GENERAL

## 1.1 REFERENCES

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

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 117 (1997) Operating Salt Spray (Fog) Apparatus

## INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

## NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 1 (1993) Industrial Controls and Systems

NEMA ICS 2 (1993) Industrial Control Devices, Controllers and Assemblies

NEMA ICS 4 (1993) Industrial Control and Systems Terminal Blocks

NEMA ICS 6 (1993) Industrial Control and Systems, Enclosures

NEMA ICS 10 (1993) Industrial Control and Systems: AC Transfer Switch Equipment

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

NFPA 110 (1999) Emergency and Standby Power Systems

## UNDERWRITERS LABORATORIES (UL)

UL 1008 (1996; Rev Sep 1997) Transfer Switch Equipment

## 1.2 SUBMITTALS

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

SD-02 Shop Drawings

## Switches; FIO

Schematic, external connection, one-line schematic and wiring diagram of each ATS assembly. Interface equipment connection diagram showing conduit and wiring between ATS and related equipment. Device, nameplate, and item numbers shown in list of equipment and material shall appear on drawings wherever that item appears. Diagrams shall show interlocking provisions and cautionary notes, if any. Operating instructions shall be shown either on one-line diagram or separately. Unless otherwise approved, one-line and elementary or schematic diagrams shall appear on same drawing.

Equipment; FIO  
Installation; FIO

Dimensioned plans, sections and elevations showing minimum clearances, weights, and conduit entry provisions for each ATS.

## SD-03 Product Data

Material; FIO  
Equipment; FIO

List of proposed equipment and material, containing a description of each separate item.

## SD-06 Test Reports

Tests; G, RE

A description of proposed field test procedures, including proposed date and steps describing each test, its duration and expected results, not less than 2 weeks prior to test date.

Certified factory and field test reports, within 14 days following completion of tests. Reports shall be certified and dated and shall demonstrate that tests were successfully completed prior to shipment of equipment.

## SD-07 Certificates

Equipment; FIO  
Material; FIO

Certificates of compliance showing evidence of UL listing and conformance with applicable NEMA standards. Such certificates are not required if manufacturer's published data, submitted and approved, reflect UL listing or conformance with applicable NEMA standards.

Switching Equipment; FIO

Evidence that ATS withstand current rating (WCR) has been coordinated with upstream protective devices as required by UL 1008. Upon request, manufacturer shall also provide notarized letter certifying compliance with requirements of this specification, including withstand current rating.

## SD-10 Operation and Maintenance Data

Switching Equipment; FIO  
Instructions; FIO

Six copies of operating manual outlining step-by-step procedures for system startup, operation, and shutdown. Manual shall include manufacturer's name, model number, service manual, parts list, and brief description of equipment and basic operating features. Manufacturer's spare parts data shall be included with supply source and current cost of recommended spare parts. Six copies of maintenance manual listing routine maintenance, possible breakdowns, repairs, and troubleshooting guide. Manual shall include simplified wiring and control diagrams for system as installed.

## 1.3 GENERAL REQUIREMENTS

## 1.3.1 Standard Product

Material and equipment shall be standard products of a manufacturer regularly engaged in manufacturing the products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. The experience use shall include applications in similar circumstances and of same design and rating as specified ATS. Equipment shall be capable of being serviced by a manufacturer-authorized and trained organization that is, in the Contracting Officer's opinion, reasonably convenient to the site.

## 1.3.2 Nameplate

Nameplate showing manufacturer's name and equipment ratings shall be made of corrosion-resistant material with not less than 3 mm tall characters. Nameplate shall be mounted to front of enclosure and shall comply with nameplate requirements of NEMA ICS 2.

## 1.4 SERVICE CONDITIONS

Seismic requirements shall be as specified in Sections 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT, 15070 SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT and 16070 SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT .

ATS shall be suitable for prolonged performance under following service conditions:

- a. Altitude: 150 m above mean sea level.
- b. Relative Humidity: 90 percent maximum, continuous.
- c. Temperature: Minus 20 to 50 degrees C.
- d. Seismic Parameters: ~~Zone 3~~ Zone 3.

## PART 2 PRODUCTS

## 2.1 AUTOMATIC TRANSFER SWITCH (ATS)

ATS shall be electrically operated and mechanically held in both operating positions. ATS shall be suitable for use in standby systems described in

NFPA 70. ATS shall be UL listed. ATS shall be manufactured and tested in accordance with applicable requirements of IEEE C37.90.1, IEEE C37.13, IEEE C62.41, IEEE Std 602, NEMA ICS 1, NEMA ICS 2, NEMA ICS 10, UL 1008 and UL 1066. ATS shall conform to NFPA 110. To facilitate maintenance, manufacturer's instruction manual shall provide typical maximum contact voltage drop readings under specified conditions for use during periodic maintenance. Manufacturer shall provide instructions for determination of contact integrity. ATS shall be rated for continuous duty at specified continuous current rating. ATS shall be fully compatible and approved for use with BP/IS specified. BP/IS shall be considered part of ATS system. ATS shall have following characteristics:

- a. Voltage: 240 volts ac.
- b. Number of Phases: One.
- c. Number of Wires: Three.
- d. Frequency: 60 Hz.
- e. Poles: Two switched and solid neutral .
- f. ATS WCR: Rated to withstand short-circuit current of 10,000 amperes, RMS symmetrical.
- g. Nonwelding Contacts: Rated for nonwelding of contacts when used with upstream feeder overcurrent devices shown and with available fault current specified.
- h. Main Contacts: Contacts shall have silver alloy composition.  
Contacts shall be rated for 150 Amps.

#### 2.1.1.1 Override Time Delay

Time delay to override monitored source deviation shall be adjustable from 0.5 to 6 seconds and factory set at 1 second. ATS shall monitor phase conductors to detect and respond to sustained voltage drop of 15 percent of nominal between any two normal source conductors and initiate transfer action to emergency source and start engine driven generator after set time period. Pickup voltage shall be adjustable from 85 to 100 percent of nominal and factory set at 90 percent. Dropout voltage shall be adjustable from 75 to 98 percent of pickup value and factory set at 85 percent of nominal.

#### 2.1.1.2 Transfer Time Delay

Time delay before transfer to emergency power source shall be adjustable from 0 to 60 minutes and factory set at 1 minutes. ATS shall monitor frequency and voltage of emergency power source and transfer when frequency and voltage are stabilized. Pickup voltage shall be adjustable from 85 to 100 percent of nominal and factory set at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal and factory set at 90 percent.

#### 2.1.1.3 Return Time Delay

Time delay before return transfer to normal power source shall be adjustable from 0 to 60 minutes and factory set at minutes. Time delay shall be automatically defeated upon loss or sustained undervoltage of

emergency power source, provided that normal supply has been restored.

#### 2.1.4 Engine Shutdown Time Delay

Time delay shall be adjustable from 0 to 60 minutes and shall be factory set at 10 minutes.

#### 2.1.5 Auxiliary Contacts

Two normally open and two normally closed auxiliary contacts rated at 15 amperes at 120 volts shall operate when ATS is connected to normal power source, and two normally open and two normally closed contacts shall operate when ATS is connected to emergency source.

#### 2.1.6 Supplemental Features

ATS shall be furnished with the following:

- a. Engine start contact.
- b. Emergency source monitor.
- c. Test switch to simulate normal power outage.
- d. Voltage sensing. Pickup voltage adjustable from 85 to 100 percent of nominal; dropout adjustable from 75 to 98 percent of pickup.
- e. Time delay bypass switch to override return time delay to normal.
- f. Manual return-to-normal switch.
- g. Means shall be provided in the ATS to insure that motor/transformer load inrush currents do not exceed normal starting currents. This shall be accomplished with either in-phase monitoring, time-delay transition, or load voltage decay sensing methods. If manufacturer supplies an in-phase monitoring system, the manufacturer shall indicate under what conditions a transfer cannot be accomplished. If the manufacturer supplies a time-delay transition system, the manufacturer shall supply recommendations for establishing time delay. If load voltage decay sensing is supplied, the load voltage setting shall be user programmable.

#### 2.1.7 Operator

Manual operator conforming to UL 1008 shall be provided, and shall incorporate features to prevent operation by unauthorized personnel. ATS shall be designed for safe manual operation under full load conditions. If manual operation is accomplished by opening the door, then a dead-front shall be supplied for operator safety.

#### 2.1.8 Override Switch

Override switch shall bypass automatic transfer controls so ATS will transfer and remain connected to emergency power source, regardless of condition of normal source. If emergency source fails and normal source is available, ATS shall automatically retransfer to normal source.

#### 2.1.9 Green Indicating Light

A green indicating light shall supervise/provide normal power source switch position indication and shall have a nameplate engraved NORMAL.

#### 2.1.10 Red Indicating Light

A red indicating light shall supervise/provide emergency power source switch position indication and shall have a nameplate engraved EMERGENCY.

### 2.2 ENCLOSURE

ATS and accessories shall be installed in wall-mounted , unventilated NEMA ICS 6, Type 1 , smooth sheet metal enclosure constructed in accordance with applicable requirements of UL 1066 and/or UL 1008. Intake vent shall be screened and filtered. Exhaust vent shall be screened. Door shall have suitable hinges, locking handle latch, and gasketed jamb. Thermostatically controlled heater shall be provided within enclosure to prevent condensation over temperature range stipulated in paragraph SERVICE CONDITIONS. Metal gauge shall be not less than No. 14. Enclosure shall be equipped with at least two approved grounding lugs for grounding enclosure to facility ground system using No. 4 AWG copper conductors. Factory wiring within enclosure and field wiring terminating within enclosure shall comply with NFPA 70. If wiring is not color coded, wire shall be permanently tagged or marked near terminal at each end with wire number shown on approved detail drawing. Terminal block shall conform to NEMA ICS 4. Terminals shall be arranged for entrance of external conductors from bottom of enclosure as shown. Main switch terminals, including neutral terminal if used, shall be pressure type suitable for termination of external copper conductors shown.

#### 2.2.1 Construction

Enclosure shall be constructed for ease of removal and replacement of ATS components and control devices from front without disconnection of external power conductors or removal or disassembly of major components. Enclosure of ATS with BP/IS shall be constructed to protect personnel from energized BP/IS components during ATS maintenance.

#### 2.2.2 Cleaning and Painting

Both the inside and outside surfaces of an enclosure, including means for fastening, shall be protected against corrosion by enameling, galvanizing, plating, powder coating, or other equivalent means. Protection is not required for metal parts that are inherently resistant to corrosion, bearings, sliding surfaces of hinges, or other parts where such protection is impractical. Finish shall be manufacturer's standard material, process, and color and shall be free from runs, sags, peeling, or other defects. An enclosure marked Type 1, 3R, 4 or 12 shall be acceptable if there is no visible rust at the conclusion of a salt spray (fog) test using the test method in ASTM B 117, employing a 5 percent by weight, salt solution for 24 hours. Type 4X enclosures are acceptable following performance of the above test with an exposure time of 200 hours.

### 2.3 TESTING

#### 2.3.1 Factory Testing

A prototype of specified ATS shall be factory tested in accordance with UL 1008. In addition, factory tests shall be performed on each ATS as follows:

- a. Insulation resistance test to ensure integrity and continuity of entire system.
- b. Main switch contact resistance test.
- c. Visual inspection to verify that each ATS is as specified.
- d. Mechanical test to verify that ATS sections are free of mechanical hindrances.
- e. Electrical tests to verify complete system electrical operation and to set up time delays and voltage sensing settings.

### 2.3.2 Factory Test Reports

Manufacturer shall provide three certified copies of factory test reports.

## PART 3 EXECUTION

### 3.1 INSTALLATION

ATS shall be installed as shown and in accordance with approved manufacturer's instructions.

### 3.2 INSTRUCTIONS

Manufacturer's approved operating instructions shall be permanently secured to cabinet where operator can see them. One-line and elementary or schematic diagram shall be permanently secured to inside of front enclosure door.

### 3.3 SITE TESTING

Following completion of ATS installation and after making proper adjustments and settings, site tests shall be performed in accordance with manufacturer's written instructions to demonstrate that each ATS functions satisfactorily and as specified. Contractor shall advise Contracting Officer not less than 5 working days prior to scheduled date for site testing, and shall provide certified field test reports within 2 calendar weeks following successful completion of site tests. Test reports shall describe adjustments and settings made and site tests performed. Minimum operational tests shall include the following:

- a. Insulation resistance shall be tested, both phase-to-phase and phase-to-ground.
- b. Power failure of normal source shall be simulated by opening upstream protective device. This test shall be performed a minimum of five times.
- c. Power failure of emergency source with normal source available shall be simulated by opening upstream protective device for emergency source. This test shall be performed a minimum of five times.
- d. Low phase-to-ground voltage shall be simulated for each phase of normal source.

e. Operation and settings shall be verified for specified ATS features, such as override time delay, transfer time delay, return time delay, engine shutdown time delay, exerciser, auxiliary contacts, and supplemental features.

f. Manual and automatic ATS and BP/IS functions shall be verified.

-- End of Section --

## SECTION 16710

## PREMISES DISTRIBUTION SYSTEM

## PART 1 GENERAL

## 1.1 REFERENCES

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

## ELECTRONIC INDUSTRIES ALLIANCE (EIA)

ANSI/TIA/EIA-568-A	(1995) Commercial Building Telecommunications Cabling Standard
ANSI/TIA/EIA-568-A-5	(2000) Transmission Performance Specifications for 4-pair 100 ohm Category 5E Cabling
ANSI/TIA/EIA-569-A	(1998) Commercial Building Standard for Telecommunications Pathways and Spaces
ANSI/TIA/EIA-606	(1993) Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
ANSI/TIA/EIA-607	(1994) Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA TSB 67	(1995) Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems

## INSULATED CABLE ENGINEERS ASSOCIATION (ICEA)

ICEA S-80-576	(1994) Communications Wire and Cable for Wiring of Premises
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## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1999) National Electrical Code
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## 1.2 SYSTEM DESCRIPTION

The premises distribution system shall consist of inside-plant horizontal, riser, and backbone cables and connecting hardware to transport telephone and data (including LAN) signals between equipment items in a building.

## 1.3 ENVIRONMENTAL REQUIREMENTS

Connecting hardware shall be rated for operation under ambient conditions of 0 to 60 degrees C and in the range of 0 to 95 percent relative humidity, noncondensing.

## 1.4 QUALIFICATIONS

## 1.4.1 TELECOMMUNICATIONS SUBCONTRACTOR PRE-QUALIFICATIONS:

All telecommunications work shall be performed by certified telecommunications contractors and installers. Telecommunications apprentices, if used, shall be closely supervised. No more than 2 apprentices per journeyman installer shall be permitted in performing the work. All telecommunications equipment shall be furnished and installed by a Washington State Department of Labor and Industries certified, licensed electrical telecommunications (Electrical Contractor TELECOM Contractor). The contractor shall have the following qualifications:

a. Minimum Contractor Experience: The contractor shall have a minimum of 4 years experience in the application, installation, and testing of specified systems and equipment. Specific knowledge of the Army I3A telecommunications guide, EIA/TIA standards, and Fort Lewis telecommunications system is preferable. The contractor shall be a certified installer on telecommunications infrastructure components and show proof thereof. The contractor shall submit a 1-3 page narrative description of the proposed telecommunications contractor describing the firm's recent experience and qualifications, contractors telecom license, together with an organization chart showing the specific administrators, installers, and other telecommunications workers proposed for the project.

b. Minimum Qualifications of Key Positions: Contractors shall identify telecommunications installers and administrators by name. Contractors shall provide the proposed staff qualifications as stated below for personnel positions to perform work for this contract (i.e., qualifications a person must possess to fill each position). The Contractor personnel must meet the minimum staff qualifications shown below. The Government will provide more credit to firms proposing better experience.

(1) Certified telecommunications administrators and installers assigned to the installation of this system or any of its components shall have appropriate training and State Department of Labor and Industries certification that they are qualified to install and test the provided products. Administrators shall have a minimum of 4 years recent, relevant experience supervising the installation of telecommunications systems.

(2) Installers assigned to the installation of this system or any of its components shall have a minimum of 3 years recent work experience in the installation of EIA/TIA specified copper and fiber optic cable and components.

(3) Work shall be supervised by a certified telecom administrator. The administrator shall be available to installers any time work is being performed and will review and approve all aspects of the work.

c. Qualifications of Proposed Key Personnel: Provide resumes for your telecommunications telecom administrator (s) and installers who will perform work under the contracts resulting from this solicitation.

As a minimum, provide resumes for the disciplines identified above and any additional positions that are identified by your firm. Resumes should be no more than one (1) page per individual and shall, as a minimum, contain the following information:

(1) Name of individual

- (2) Relevant education and training
- (3) Registration, telecom certification, and/or professional licenses (where when received and if it is current), if applicable,
- (4) Specific qualifications/experience for performing the proposed work,
- (5) Years with the firm,
- (6) Relevant projects to include project name, location, dollar value, year worked on the project, and duties/functions on the project.
- (7) References for recently completed work.

d. Staff Substitutions: No substitutions of telecommunication contractor staff will be allowed following contract award without the express written approval of the Government. Contractor requests for telecommunications subcontractor personnel substitutions shall be made in writing at least four weeks prior to scheduled telecommunications work. Substitutions will generally be discouraged.

e. Evaluation and Rating of Qualifications: Consideration will be given to the relevance, quality and depth of experience and qualifications required by the contractor for each key position and each key personnel. The greater relevance, quality, depth of experience and the qualifications required by the contractor for the key positions and proposed personnel, the higher the rating assigned. Failure to meet the minimum requirements may result in a disqualification of the bid as non-responsive.

#### 1.4.2 Minimum Manufacturer Qualifications

The equipment and hardware provided under this contract will be from manufacturers that have a minimum of 3 years experience in producing the types of systems and equipment specified.

#### 1.5 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

Premises Distribution System; G, RE.

Detail drawings including a complete list of equipment and material. Detail drawings shall contain complete wiring and schematic diagrams and other details required to demonstrate that the system has been coordinated and will function properly as a system. Drawings shall include vertical riser diagrams, equipment rack details, elevation drawings of telecommunications closet walls, outlet face plate details for all outlet configurations, sizes and types of all cables, conduits, and cable trays. Drawings shall show proposed layout and anchorage of equipment and appurtenances, and equipment relationship to other parts of the work including clearance for maintenance and operation.

Record Drawings; G, RE.

Record drawings for the installed wiring system infrastructure per ANSI/TIA/EIA-606. The drawings shall show the location of all cable terminations and location and routing of all backbone and horizontal cables. The identifier for each termination and cable shall appear on the drawings.

#### SD-03 Product Data

Record Keeping and Documentation; G, RE.

Documentation on cables and termination hardware in accordance with ANSI/TIA/EIA-606.

Spare Parts

Lists of spare parts, tools, and test equipment for each different item of material and equipment specified, after approval of detail drawings, not later than 2 months prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with current unit prices and source of supply, and a list of spare parts recommended for stocking.

Manufacturer's Recommendations; G, RE.

Where installation procedures, or any part thereof, are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations, prior to installation shall be provided. Installation of the item will not be allowed to proceed until the recommendations are received and approved.

Test Plan; G, RE.

Test plan defining the tests required to ensure that the system meets technical, operational and performance specifications, 60 days prior to the proposed test date. The test plan must be approved before the start of any testing. The test plan shall identify the capabilities and functions to be tested, and include detailed instructions for the setup and execution of each test and procedures for evaluation and documentation of the results.

Qualifications; G, RE.

The qualifications of the Manufacturer, Contractor, and the Installer to perform the work specified herein. This shall include proof of the minimum qualifications specified herein.

#### SD-06 Test Reports

Test Reports

Test reports in booklet form with witness signatures verifying execution of tests. Test results will also be provided on 89 mm diskettes in ASCII format. Reports shall show the field tests performed to verify compliance with the specified performance criteria. Test reports shall include record of the physical parameters verified during testing. Test reports shall be submitted within 7 days after completion of testing.

## SD-07 Certificates

## Premises Distribution System

Written certification that the premises distribution system complies with the ANSI/TIA/EIA-568-A, ANSI/TIA/EIA-569-A, and ANSI/TIA/EIA-606 standards.

## Materials and Equipment

Where materials or equipment are specified to conform, be constructed or tested to meet specific requirements, certification that the items provided conform to such requirements. Certification by a nationally recognized testing laboratory that a representative sample has been tested to meet the requirements, or a published catalog specification statement to the effect that the item meets the referenced standard, will be acceptable as evidence that the item conforms. Compliance with these requirements does not relieve the Contractor from compliance with other requirements of the specifications.

## Installers; G, RE.

The Contractor shall submit certification that all the installers are factory certified to install and test the provided products.

## 1.6 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variation, dirt and dust or other contaminants.

## 1.7 OPERATION AND MAINTENANCE MANUALS

Commercial off the shelf manuals shall be furnished for operation, installation, configuration, and maintenance for all products provided as a part of the premises distribution system. Specification sheets for all cable, connectors, and other equipment shall be provided.

## 1.8 RECORD KEEPING AND DOCUMENTATION

## 1.8.1 Cables

A record of all installed cable shall be provided in hard copy format and on electronic media using Windows based computer cable management software per ANSI/TIA/EIA-606. The cable records shall include only the required data fields per ANSI/TIA/EIA-606.

## 1.8.2 Termination Hardware

A record of all installed patch panels and outlets shall be provided in hard copy form and on electronic media using Windows based computer cable management software per ANSI/TIA/EIA-606. The hardware records shall include only the required data fields per ANSI/TIA/EIA-606.

## PART 2 PRODUCTS

## 2.1 MATERIALS AND EQUIPMENT

Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall be the manufacturer's latest standard design that has been in satisfactory use for at least 1 year prior to installation. Materials and equipment shall conform to the respective publications and other requirements specified below and to the applicable requirements of NFPA 70.

## 2.2 UNSHIELDED TWISTED PAIR CABLE SYSTEM

### 2.2.1 Backbone Cable

Backbone cable shall meet the requirements of ICEA S-80-576 and ANSI/TIA/EIA-568-A for Category 5 100-ohm unshielded twisted pair cable. Cable shall be label-verified. Cable jacket shall be factory marked at regular intervals indicating verifying organization and performance level. Conductors shall be solid untinned copper 24 AWG. Cable shall be rated CMP per NFPA 70.

### 2.2.2 Horizontal Cable

Horizontal cable shall meet the requirements of ANSI/TIA/EIA-568-A-5 for Category 5e. Cable shall be label-verified. Cable jacket shall be factory marked at regular intervals indicating verifying organization and performance level. Cable shall be rated CMG or CMP, as appropriate, per NFPA 70.

### 2.2.3 Connecting Hardware

Connecting and cross-connecting hardware shall be the same category as the cable it serves. Hardware shall be in accordance with ANSI/TIA/EIA-568-A.

#### 2.2.3.1 Telecommunications Outlets

Wall and desk outlet plates shall come equipped with four modular jacks, with two jacks labeled "voice" and the two jacks labeled "data". Modular jacks shall be the same category as the cable they terminate and shall meet the requirements of ANSI/TIA/EIA-568-A. Modular jack pin/pair configuration shall be T568A per ANSI/TIA/EIA-568-A. Modular jacks shall be unkeyed. Faceplates shall be provided and shall be ivory in color, impact resistant plastic. Mounting plates shall be provided for system furniture and shall match the system furniture in color. Outlet assemblies used in the premises distribution system shall consist of modular jacks assembled into simplex, duplex, and quadraplex outlet assemblies in single or double gang covers as indicated on the drawings. The modular jacks shall conform to the requirements of ANSI/TIA/EIA-568-A, and shall be rated for use with Category 5e cable in accordance with ANSI/TIA/EIA-568-A-5 and shall meet the Link Test parameters as listed in TIA/EIA TSB 67 and supplemented by ANSI/TIA/EIA-568-A-5.

#### 2.2.3.2 Patch Panels

Patch panels shall consist of eight-position modular jacks, with rear mounted type 110 insulation displacement connectors, arranged in rows or columns on 480 mm (19 inch) rack mounted panels. Jack pin/pair configuration shall be T568A per ANSI/TIA/EIA-568-A. Jacks shall be unkeyed. Panels shall be labeled with alphanumeric x-y coordinates. The modular jacks shall conform to the requirements of ANSI/TIA/EIA-568-A, and shall be rated for use with Category 5e cable in accordance with

ANSI/TIA/EIA-568-A-5 and shall meet the Link Test parameters as listed in TIA/EIA TSB 67 and supplemented by ANSI/TIA/EIA-568-A-5.

#### 2.2.3.3 Terminal Blocks

Terminal blocks shall be wall mounted wire termination units consisting of insulation displacement connectors mounted in plastic blocks, frames or housings. Blocks shall be type 66 which meet the requirements of ANSI/TIA/EIA-568-A, and shall be rated for use with Category 5e cable in accordance with ANSI/TIA/EIA-568-A-5 and shall meet the Link Test parameters as listed in TIA/EIA TSB 67 and supplemented by ANSI/TIA/EIA-568-A-5. Blocks shall be mounted on standoffs and shall include cable management hardware. Insulation displacement connectors shall terminate 22 or 24 gauge solid copper wire as a minimum, and shall be connected in pairs so that horizontal cable and connected jumper wires are on separate connected terminals.

### 2.3 EQUIPMENT RACKS

#### 2.3.1 Floor Mounted Open Frame

Floor mounted equipment racks shall be welded steel or aluminum relay racks with uprights to mount equipment 480 mm (19 inches) wide. Uprights shall be 75 mm deep channel, 32 mm wide, drilled and tapped 12-24 in a 13 mm pattern. Racks shall be provided with a standard top crossmember, and predrilled base plate to allow floor fastening. Open frame equipment racks shall be 2.1 m in height and clear coated. AC outlets shall be provided as shown.

#### 2.3.2 Cable Guides

Cable guides shall be specifically manufactured for the purpose of routing cables, wires and patch cords horizontally and vertically on 480 mm (19 inch) equipment racks. Cable guides shall consist of ring or bracket-like devices mounted on rack panels for horizontal use or individually mounted for vertical use. Cable guides shall mount to racks by screws and/or nuts and lockwashers.

#### 2.3.3 Floor Mounted Cabinets

Equipment cabinets shall be floor mounted enclosures with side panels, acrylic plastic front doors, rear louvered metal doors, depth-adjustable front and rear mounting rails, and louvered top. Ventilation fans will be included. Vertical cable management devices shall be integral to the cabinet. Power strips with 12 outlets shall be provided within the cabinet. Equipment racks shall mount equipment 480 mm (19 inches) wide and shall be 1828 mm (72 inches) high and 760 mm (30 inches) deep. Cabinet exteriors shall be painted ivory/off-white.

### 2.4 EQUIPMENT MOUNTING BACKBOARD

Plywood backboards shall be provided, sized as shown, painted with white or light colored paint.

### 2.5 TELECOMMUNICATIONS OUTLET BOXES

Electrical boxes for telecommunication outlets shall be 117 mm square by 53 mm deep with minimum 9 mm deep single or two gang plaster ring as shown. Provide a minimum 25 mm conduit.

## PART 3 EXECUTION

### 3.1 INSTALLATION

System components and appurtenances shall be installed in accordance with NFPA 70, manufacturer's instructions and as shown. Necessary interconnections, services, and adjustments required for a complete and operable signal distribution system shall be provided. Components shall be labeled in accordance with ANSI/TIA/EIA-606. Conduits, outlets and raceways shall be installed in accordance with Section 16415 ELECTRICAL WORK, INTERIOR. Wiring shall be installed in accordance with ANSI/TIA/EIA-568-A and as specified in Section 16415 ELECTRICAL WORK, INTERIOR. Wiring, and terminal blocks and outlets shall be marked in accordance with ANSI/TIA/EIA-606. Cables shall not be installed in the same cable tray, utility pole compartment, or floor trench compartment with ac power cables. Cables not installed in conduit or wireways shall be properly secured and neat in appearance and, if installed in plenums or other spaces used for environmental air, shall comply with NFPA 70 requirements for this type of installation.

#### 3.1.1 Horizontal Distribution Cable

The rated cable pulling tension shall not be exceeded. Cable shall not be stressed such that twisting, stretching or kinking occurs. Cable shall not be spliced. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items. Placement of cable parallel to power conductors shall be avoided, if possible; a minimum separation of 300 mm (12 inches) shall be maintained when such placement cannot be avoided. Cables shall be terminated; no cable shall contain unterminated elements. Minimum bending radius shall not be exceeded during installation or once installed. Cable ties shall not be excessively tightened such that the transmission characteristics of the cable are altered. In raised floor areas, cable shall be installed after the flooring system has been installed.

#### 3.1.2 Riser and Backbone Cable

Vertical cable support intervals shall be in accordance with manufacturer's recommendations. Cable bend radius shall not be less than ten times the outside diameter of the cable during installation and once installed. Maximum tensile strength rating of the cable shall not be exceeded. Cable shall not be spliced.

#### 3.1.3 Telecommunications Outlets

##### 3.1.3.1 Faceplates

As a minimum each jack shall be labeled as to its function and a unique number to identify cable link.

##### 3.1.3.2 Cables

Unshielded twisted pair shall have a minimum of 150 mm of slack cable loosely coiled into the telecommunications outlet boxes. Minimum manufacturers bend radius for each type of cable shall not be exceeded.

##### 3.1.3.3 Pull Cords

Pull cords shall be installed in all conduit serving telecommunications outlets which do not initially have fiber optic cable installed.

#### 3.1.4 Terminal Blocks

Terminal blocks shall be mounted in orderly rows and columns. Adequate vertical and horizontal wire routing areas shall be provided between groups of blocks. Industry standard wire routing guides shall be utilized.

#### 3.1.5 Unshielded Twisted Pair Patch Panels

Patch panels shall be mounted in equipment racks with sufficient modular jacks to accommodate the installed cable plant plus 10 percent spares. Cable guides shall be provided above, below and between each panel.

#### 3.1.6 Equipment Racks

Open frame equipment racks shall be bolted to the floor. Cable guides shall be bolted or screwed to racks. Racks shall be installed level. Ganged racks shall be bolted together. Ganged rack cabinets shall have adjacent side panels removed. Seismic details shall conform to Sections 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT and 16070 SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT

#### 3.1.7 Rack Mounted Equipment

Equipment to be rack mounted shall be securely fastened to racks by means of the manufacturer's recommended fasteners.

### 3.2 TERMINATION

Cables and conductors shall sweep into termination areas; cables and conductors shall not bend at right angles. Manufacturer's minimum bending radius shall not be exceeded. When there are multiple system type drops to individual workstations, relative position for each system shall be maintained on each system termination block or patch panel.

#### 3.2.1 Unshielded Twisted Pair Cable

Each pair shall be terminated on appropriate outlets, terminal blocks or patch panels. No cable shall be unterminated or contain unterminated elements, except as indicated on the drawings. Pairs shall remain twisted together to within the proper distance from the termination as specified in ANSI/TIA/EIA-568-A. Conductors shall not be damaged when removing insulation. Wire insulation shall not be damaged when removing outer jacket.

### 3.3 GROUNDING

Signal distribution system ground shall be installed in the telecommunications entrance facility and in each telecommunications closet in accordance with ANSI/TIA/EIA-607 and Section 16415 ELECTRICAL WORK, INTERIOR. Equipment racks shall be connected to the electrical safety ground.

### 3.4 ADDITIONAL MATERIALS

The Contractor shall provide the following additional materials required for facility startup.

- a. 10 of each type outlet.
- b. 10 of each type cover plate.
- c. 1 of each type terminal block for each telecommunications closet.
- d. 1 Set of any and all special tools required to establish a cross connect and to change and/or maintain a terminal block.

### 3.5 ADMINISTRATION AND LABELING

#### 3.5.1 Labeling

##### 3.5.1.1 Labels

All labels shall be in accordance with ANSI/TIA/EIA-606. All cables shall be labeled at both ends with telecommunications outlet (duplex and quadraplex telephone outlet) and jack identification. Each multimedia box shall be labeled with a unique identification designator. Each data jack and each voice jack shall be numerically and uniquely labeled for each building. Each data jack shall be labeled with a "D" and its numeric identifier; each voice jack, with a "V" and its numeric identifier. All Data port numbering shall be sequential from jack to jack. Both Voice jacks in each quadraplex telephone outlet will use same number with "A" or "B" designation when a single 4 pair cable is used. Use pairs 1 & 2 for "A" (White Blue/White Orange pairs) and pairs 3 & 4 for "B" (white Green/White Brown pairs). Room numbers change and are not to be a part of the numbering system.

##### 3.5.1.2 Cable

All cables will be labeled using color labels on both ends with unencoded identifiers per ANSI/TIA/EIA-606.

##### 3.5.1.3 Termination Hardware

All workstation outlets and patch panel connections will be labeled using color coded labels with unencoded identifiers per ANSI/TIA/EIA-606. Coordinate labeling requirements with the Ft. Lewis DOIM.

### 3.6 TESTING

Materials and documentation to be furnished under this specification are subject to inspections and tests. All components shall be terminated prior to testing. Equipment and systems will not be accepted until the required inspections and tests have been made, demonstrating that the signal distribution system conforms to the specified requirements, and that the required equipment, systems, and documentation have been provided.

#### 3.6.1 Unshielded Twisted Pair Tests

All metallic cable pairs shall be tested for proper identification and continuity. All opens, shorts, crosses, grounds, and reversals shall be corrected. Correct color coding and termination of each pair shall be verified in the communications closet and at the outlet. Horizontal wiring shall be tested from and including the termination device in the communications closet to and including the modular jack in each room. Backbone wiring shall be tested end-to-end, including termination devices,

from terminal block to terminal block, in the respective communications closets. These test shall be completed and all errors corrected before any other tests are started.

### 3.6.2 Category 5e Circuits

All category 5e circuits shall be tested using a test set that meets the Class II accuracy requirements of TIA/EIA TSB 67 standard, including the additional tests and test set accuracy requirements of ANSI/TIA/EIA-568-A-5.

Testing shall use the Basic Link Test procedure of TIA/EIA TSB 67, as supplemented by ANSI/TIA/EIA-568-A-5.. Cables and connecting hardware which contain failed circuits shall be replaced and retested to verify the standard is met.

-- End of Section --

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