

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 17-Dec-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3311-5303		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329		CODE W912DW	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W912DW-04-R-0009	
				X	9B. DATED (SEE ITEM 11) 02-Dec-2003	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<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 _____ 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)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
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.) Solicitation No. W912DW-04-R-0009 Amendment No. R0003 Title: Fire/Crash Rescue Station- Portland Air National Guard Base Portland, Oregon SEE CONTINUATION PAGE						
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		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		17-Dec-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Amendment No. R0003 to Solicitation No. W912DW-04-R-009, entitled "FIRE/CRASH RESCUE STATION , Portland Air National Guard Base, Portland, Oregon."

Amendment No. R0002 has been reserved for forthcoming technical changes, additions and deletions.

A. This amendment provides for the following changes:

1. Revised Section 00110 Indicating Changed Period of Performance for Construction.
2. Revisions to Special Clauses, SC-1; Section 00800
3. Revision to Table of Contents to add Section 10520;
4. Addition of new Section 10520, Fire Protection Specialties.

B. The attached revised specification sections supersede and replace the corresponding specification sections. Specification changes are generally identified, for convenience, by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been indicated.

C. PROPOSAL DUE DATE & TIME:

The Proposal due date and time remain unchanged: 05 January 2003, NLT 2:00 PM Local Time.

D. NOTICE TO OFFEROR'S:

Offerors must acknowledge receipt of this amendment by number and date on Standard Form 1442 block 19 submitted with proposal or by telegram.

E. All other terms and conditions of the solicitation remain unchanged.

Enclosures:

Revised Sections:

1. Revised Section 00110 Indicating Changed Period of Performance for Construction.
2. Revisions to Special Clauses, SC-1; Section 00800
3. Revision to Table of Contents to add Section 10520;
4. Addition of new Section 10520, Fire Protection Specialties.

SECTION 00110 – PROPOSAL SUBMISSION AND EVALUATION

1. INTRODUCTION:

1.1 Your firm is invited to submit a proposal in response to Request for Proposals (RFP) No. W912DW-04-R-0009 entitled “Fire/Crash Rescue Station, Portland Air National Guard Base, Oregon.” Prospective offerors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. This solicitation is issued as a Request For Proposal (RFP). Proposals will be evaluated based upon technical merit and cost.

1.2 It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. A contract will be awarded to the firm submitting the proposal that conforms to the RFP, is considered to provide the most advantageous offer in terms of the evaluation factors, including price, and is determined to be in the best interest of the Government.

1.3 The project consists of the construction of a new Fire/Crash Rescue facility, approximately 1500 square meters, with reinforced concrete footings, foundation, and floor slab, structural steel framing, precast concrete wall panels, metal roof decking, and Preformed metal roofing panels, fascias, and trim. Includes building mechanical and electrical systems, communications/computer management system, site utilities, pavements, and site improvements. Demolition and debris removal of existing fire station is included. The maximum number of days allowed for performance of this contract is 360 calendar days. The new building/station has a required occupancy date 15 December 2004 with the demolition of BLDG 290, the existing station, beginning as soon as the Fire Department has vacated the building.

2. EVALUATION FACTORS:

2.1 Proposals will be evaluated on the basis of two criteria, **TECHNICAL** and **PRICE**. Award will be based upon evaluation of the technical criteria listed below, and price proposals.

2.1.1 TECHNICAL EVALUATION CRITERIA: The technical criteria, listed in **descending order of importance**, are as follows:

1. Relevant Construction Experience
2. Schedule of Construction
3. Experiences with LEED or SPiRiT
4. Past Performance
5. Extent of Small Business Participation

2.1.2 RELATIVE IMPORTANCE DEFINITIONS: For this evaluation, the following terms will be used to establish the relative importance of the technical criteria:

- **Significantly More Important:** The criterion is two (2) times more important in value to the Government than another criterion.

- **More Important:** The criterion is one (1) times more important in value to the Government than another criterion.

- **Equal:** The criterion is of the same value to the Government as another criterion.

2.1.3 SUMMARY OF ORDER OF IMPORTANCE for Technical Criteria:

- Criterion 1 and 2 are equal and significantly more important than 3.
- Criterion 3 is more important than Criterion 4.
- Criterion 4 is more important than Criterion 5.

2.1.4 EVALUATION STANDARDS. Evaluation criteria will be rated using the following adjectival descriptions.

OUTSTANDING - Information submitted demonstrates offerors potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and the highest quality performance are anticipated. Have exceptional strengths that will significantly benefit the Government. The offeror convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. Significantly exceeds most or all solicitation requirements. **Very high probability of success.**

ABOVE AVERAGE - Information submitted demonstrates offerors potential to exceed performance or capability standards. Have one or more strengths that will benefit the government. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Disadvantages are minimal. **High probability of success.**

SATISFACTORY (Neutral) - Information submitted demonstrates offerors potential to meet performance or capability standards. An acceptable solution is provided. Either meets all RFP requirements for the criterion or contains weaknesses in some areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion (or sub-criterion), the offeror has a good probability of success, as there is sufficient confidence that a fully compliant level of performance will be achieved. The proposal demonstrates an adequate understanding of the scope and depth of the RFP requirements. No significant advantages or disadvantages. Equates to neutral. **Good probability of success.**

MARGINAL – The submittal is not adequately responsive or does not address the specific criterion. The offerors interpretation of the Government's requirements is so superficial,

incomplete, vague, incompatible, incomprehensible, or incorrect as to be considered deficient. Proposal does not meet some of the minimum requirements. The assignment of a rating within the bounds of “Marginal” indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offerors plans or approach will likely result in questionable quality of performance, which represents a moderate level of risk to the Government. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. **Significant disadvantages.**

UNSATISFACTORY – Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved. The proposal contains many deficiencies and/or gross omissions; fails to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; and/or fails to meet most or all of the minimum requirements. **Very significant disadvantages.**

2.1.5 DEFINITIONS OF STRENGTH, WEAKNESS AND DEFICIENCY:

Strength: A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance (i.e., meets the RFP requirements, but may have an impact on schedule or quality requirements). A *weakness need not be corrected* for a proposal to be considered for award, but *may* affect the offerors rating.

Deficiency: A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of contract performance at an unacceptable level. A deficiency *must be corrected* for a proposal to be considered for award.

2.2 Price: Price will be evaluated for reasonableness, but not rated. Financial and bonding capacity will also be checked, but not rated.

3. PROPOSAL CONTENTS: Proposals shall be submitted in two parts: (a) Technical proposal and (b) Price proposal. Each part shall be submitted in a separate envelope/package, with the type of proposal (i.e., Technical or Price) clearly printed on the outside of the envelope/package.

4. TECHNICAL PROPOSAL:

4.1 A COVER LETTER should be the **first page** of the technical proposal and should include **(do not put this in the price proposal):**

- (a) Solicitation number.

(b) Name, address, and telephone and facsimile numbers of the firm signing the SF 1442 (and electronic address).

(c) Names, titles and telephone and facsimile numbers (and electronic addresses) of persons authorized to negotiate on the firm's behalf with the Government in connection with this solicitation.

(d) Name, title, and signature of the person authorized to sign the proposal.

(e) A statement specifying agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any and all items upon which prices are offered at the proposed item prices.

(h) **FINAL PROPOSAL REVISION:** If required to submit a Final Proposal Revision, the accompanying cover letter must identify all changes made to the firm's initial proposal.

4.2 GENERAL TECHNICAL PROPOSAL REQUIREMENTS.

The maximum number of pages in the proposal should not exceed **150 pages** with font size no smaller than 10 point. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criterion was provided. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and money is expended in preparing information required by the Request for Proposal (RFP). Proposals are to be on 8 ½ x 11- inch paper, to the maximum extent practicable, and submitted in standard letter (8 ½ x 11-inch) hardback loose-leaf binders.

4.3 MINIMUM SUBMITTAL REQUIREMENTS FOR TECHNICAL PROPOSAL:

4.3.1 RELEVANT CONSTRUCTION EXPERIENCE WITH SIMILAR PROJECTS

Submittal Requirements: Provide a minimum of three (3) projects for the prime construction firm similar to this project in size, scope, complexity, and dollar value that are either currently under construction or were completed within the last five (5) years. List no more than a total of 5 projects for this criterion. Start with the most recent and relevant projects and work backwards in time. Use a format similar to that shown in the table below to present this information. Relevant Experience is defined as a project that has been completed, or a project that has been started and is at least 75% complete, has a logical connection with the requirements of the RFP, similar in nature, magnitude and complexity to this project.

Project Title & Location
Project Type (e.g., design-build (DB), design (D), construction (C))
Dollar Value (design \$; construction \$)
Start & Completion Dates (Month/Year)
Role of Firm(s) (e.g., prime, sub) (address type of work performed and percentage of work, as applicable)
Brief Description of Project (address how this relates to solicitation project)

Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no.)
Awards or recognition received (if applicable)

Evaluation Method: This criterion will be evaluated for the quantity and quality of experience demonstrated. The greater the relevance and the more recent the prior project experience, the higher the rating assigned during evaluations. Demonstration of experience in completing projects that had the unique characteristics of the proposed project will be evaluated favorably. Experience will not be given consideration unless the project can be shown to be similar to this project considering changes in technology, materials, equipment, codes, etc. Prior Government or Corps of Engineers project experience is not required to meet the minimum requirements of this criteria, however, it will be favorably considered.

4.3.2 SCHEDULE OF CONSTRUCTION

Submittal Requirements: Provide an outline of the plan for construction of the Fire/Crash Rescue facility. The schedule submitted should assume a start date of 02 February 2004. The schedule shall be prepared in the form of a milestone scaled (Gantt Chart) summary network diagram and graphically indicate sequences proposed to accomplish each milestone work operation and appropriate interdependencies between various milestones events. The chart shall show the starting and completion times of all major events on a linear horizontal time scale beginning with the notice to proceed for the base contract items and indicating calendar days to completion. The offeror must state the total number of calendar days proposed from the initial notice to proceed through completion of the construction to include clean up and final turnover of the facility to the government. Offerors should base their schedules on the information provided throughout the RFP. Limit the activities to those critical to the timely overall completion of the project. **The schedule submitted by the selected firm in response to this criterion may, at the Governments discretion, be incorporated into the final contract.**

Evaluation Method: Schedules will be evaluated for completeness, reasonableness and understanding of the work. Complete schedules will include all the tasks identified above. Schedules shall illustrate a logical sequence of events and a greater understanding of the work will receive a more favorable evaluation. Proposals that include unrealistic or unsupported schedules will be evaluated unfavorably.

4.3.3 EXPERIENCE WITH LEED OR SPIRIT:

Submittal Requirements: Sustainable Design Construction and Leadership in Energy and Environmental Design (**LEED**) certification documentation are a key goal of this project. Provide information explaining how your firm has and/or plans to incorporate LEED, SPiRiT and sustainable design considerations into your projects. Summarize your teams experience in LEED sustainable designs and provide the details of any past or current training your team has experienced in integrated design, providing solutions for better living, environmental safety, conservation of water, and any LEED/SPiRiT certifications of the team or its members. Provide examples of LEED certified projects your firm has participated in and a list of projects/buildings that were submitted for and/or received LEED certification from the United States Green Building Council (USGBC) or awards and ratings

from the Federal Energy Management Program (FEMP). Detail your experience and/or knowledge concerning research and selection of materials, building systems, methods of construction procedures, and the following five construction purchasing principals; 1) environmental considerations, 2) pollution prevention, 3) multiple environmental attributes throughout a products life cycle, 4) environmental impacts of product selection, 5) environmental performance of products and services, that support the goals of this project.

Evaluation Method: The information provided shall be reviewed for completeness and evaluated for the proposed teams depth of experience, knowledge and understanding of the concepts, processes and goals of LEED and SPiRiT. The use of an integrated teaming approach, the attributes of the team members, the degree of specialized LEED training and certification, the familiarity with LEED construction, materials and service purchasing principals; and the amount of prior involvement obtaining LEED certification for projects (from the US Green Building Council) and/or projects receiving FEMP awards/ratings will be emphasized. Submittals shall be evaluated for knowledge, experience, and understanding of LEED and SPiRiT and its integration into the design and construction process. More consideration may be given to firms who have participated in LEED certified projects and firms that have submitted projects for and received LEED certification from the United States Green Building Council (USGBC).

4.3.4 CONSTRUCTION CONTRACTOR PAST PERFORMANCE

Submittal Requirements: The Government will utilize performance evaluations contained in the Construction Contract Administration Support System (CCASS) to evaluate this criterion. All performance ratings for the past five (5) years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey form found at the end of this section. For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable project within the last five (5) years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found on the Customer Satisfaction Survey. It is requested that only relevant projects be included. A relevant project is one of similar scope, cost and complexity as this solicitation.

Submit a list of all customers (including current Point of Contact, phone number, and electronic address) who were requested to provide Customer Satisfaction Surveys. Should offerors want to review the performance evaluation ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following number: (503) 808-4596.

Evaluation Method. The Government will evaluate the relative merits of each offerors past performance. The Government reserves the right to consider all aspects of an offerors performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to this project. The Government further reserves the right to contact the evaluators on previous Government or Private Sector work to verify the offerors construction experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)).

4.3.5 EXTENT OF SMALL BUSINESS PARTICIPATION

Submittal Requirements: No submittal is required for this criterion. The Government will utilize performance evaluations contained in the CCAS System to evaluate this criterion.

Evaluation Method: Firms will be evaluated for the success and extent of their small business participation in their subcontracting with small and disadvantaged business concerns. Firms will be evaluated based on the ratings received for item entitled "Implementation of Subcontracting Plan" of their past performance evaluations retrieved from the CCAS System or based on ratings received on the customer satisfaction surveys. Firms without any evaluations in CCASS or on the surveys, or for which this item was not evaluated (i.e., N/A), will be assigned a neutral rating of satisfactory. Firms that receive a rating below satisfactory for this item in one or more CCASS evaluations or surveys will receive a rating of marginal for this criterion.

4.4 SUMMARY OF TECHNICAL PROPOSAL FORMAT: As a minimum, each copy of the technical proposal should contain the following general format for the volumes specified in the table below. It is preferred that pages be numbered consecutively throughout the technical proposal. However, giving each page a unique identifier within sections is acceptable (i.e., A-1 through A-5, then B-1 through B-5, etc).

Technical Proposal Format (original and 5 copies required)

- Technical Proposal Cover Letter
- Table of Contents. (List all sections of the technical proposal)
- Relevant Construction Experience with Similar Projects
- Schedule of Performance (if applicable)
- Experience with LEED or SPiRiT
- Construction Contractor Past Performance

5. SUMMARY OF PRICE PROPOSAL FORMAT:

Price Proposal Format (original and 1 copy required)

- Standard Form 1442 front and back
- Corporate Certificate (use the certificate for joint venture if applicable)
- Pricing Schedule (all pages)
- Section 00600, Representations and Certifications
- Bank and Bonding Points of Contact
- 20% Bid Bond
- Small and Small Disadvantaged Business Subcontracting Plan (large businesses only)
- Joint Venture Information (if applicable)

NOTE: Price proposal and bonds are DUE AT SAME TIME as technical proposals.

PRICE PROPOSAL FORMAT:

5.1 The price proposal must be signed by an official authorized to bind the organization. Prices must be provided for all line items on the pricing schedule. Note that the Standard Form 1442, Block 13D, states the minimum number of calendar days after the date offers are due for Government acceptance of the offer. All amendments must be acknowledged on Standard Form 1442 BACK by date and number in Block 19, or by telegram.

5.2 Provide the name, point of contact, phone number, and address for bank and bonding company of firm signing the SF 1442.

5.3 The **Bid Bond** must be accompanied by a **Power of Attorney containing an original signature from the surety**, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Powers of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity. Performance and payment bonds have the same requirement.

5.4 Small Business Subcontracting. Large businesses are required to submit a subcontracting plan (See FAR Clause 52.219-9 Alt II, Small Business Subcontracting Plan, Jan 2002) with initial price proposals. Award will not be made under this solicitation without an approved subcontracting plan. See the "Notice to Large Business Firms" located in the front of this solicitation.

5.5 Joint Ventures. No contract may be awarded to a joint venture that is not registered in the Central Contractor Register (CCR). Joint ventures may register in the following way:

(a) The firm that will be the recipient of payments should be registered in the CCR and have a DUNS number. This firm is considered in the CCR to be the "mother firm." If no money is to go to any other firm in the joint venture, the mother firm may make the other firm in the joint venture a "child." This child will be assigned the mother firm's CCR number with an additional four (4) numbers attached. Since the child firm is not receiving any payments, they do not need to get a DUNS number. (HOWEVER, to be safe and cover all possibilities, it might be wise to have each firm registered in the CCR.)

(b) Call the CCR at 1-888-227-2423, choose option "0" to get the mother-child relationship set up. DUN & Bradstreet phone number is 1-800-333-0505.

(c) If the joint venture has a newly created name, then it must have its own DUNS number and register as such in the CCR.

5.5.1 In the cover letter of your proposal, provide the complete names, addresses, and phone and fax numbers of the two firms in the joint venture.

5.5.2 Signature requirements: SF 1442, SOLICITATION, OFFER, AND AWARD (pages 00010-1 and 00010-2), Block 20 requires that the name and title of the person authorized to sign the offer for the joint venture be provided.

5.5.3 Corporate certificate: Ensure that joint-venture portion is completed by both firms.

5.5.4 In the case of a joint venture, the following is required: A contract with a joint venture may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed below for each type of participant. When a corporation is participating, the Contracting Officer shall verify that the corporation is authorized to participate in the joint venture.

(a) Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's types, stamped, or printed name and the words "an individual doing business as" [insert name of firm].

(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the Contracting Officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The Contracting Officer shall ensure that the person signing for the corporation has authority to bind the corporation.

5.5.5 In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, the Contracting Officer shall obtain a certificate signed by each participant in the joint venture as follows: In the proposal include the following statement:

"The parties hereto expressly understand and agree as follows:

a. **(name, title, and company)** is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company)**, **(enter name, title, and company of alternate)** is the alternate principal representative of the joint venture.

b. Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal)**, principal representative of the joint venture."

5.5.6 The bid bond form, Block "Principal" requires that the name and title of the person authorized to sign for the joint venture be included.

5.5.7 After award, the performance and payment bonds, and the insurance certificate(s) provided shall be in the name of the joint venture.

6. MAGNITUDE OF CONSTRUCTION AND SERVICES: The dollar magnitude of the construction portion of this solicitation is between **\$1 million and \$5 million.**

7. EVALUATION PROCEDURES

7.1 TECHNICAL EVALUATION: Technical proposals will be evaluated by a Technical Evaluation Team (TET) comprised of representatives of the Corps of Engineers and the Using Agency. Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. The TET shall utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation. To be considered for award, proposals must conform to the terms and conditions contained in the RFP.

7.2 PRICE EVALUATION: Price is of secondary importance to the technical criteria. Pricing will be independently evaluated to determine reasonableness and to aid in the determination of the firm's understanding of the work and ability to perform the contract. Proposed prices for each of the five years will be evaluated for its percentage of the building cost. Financial capacity and bonding ability will be verified.

8. SELECTION AND AWARD: Subject to provisions contained herein, award of a firm fixed-price contract shall be made to a single firm. The Government will select the best-value offer based on technical merit and price.

8.1 BEST VALUE ANALYSIS. The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and technical factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

8.2 SELECTION AND AWARD WITHOUT DISCUSSIONS: **It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.** Therefore, initial proposals should be submitted based on the most favorable terms from a price and technical standpoint. Do not assume there will be an opportunity to clarify, discuss or revise proposals. If award is not made on initial offers, a competitive range will be established and discussions conducted as described below.

8.3 COMPETITIVE RANGE: The Government intends to make award based on initial offers, However, if it is not possible to make award based on initial offers and the Contracting Officer determines that discussions are necessary, the Contracting Officer will establish a competitive range comprised of the most highly rated proposals. The Contracting Officer may elect to further reduce the number of firms in the competitive range for the purposes of efficiency. Proposals that are eliminated or otherwise removed from the competitive range will not be considered for award, and any further revisions to that offerers proposal will not be accepted or considered.

8.4 DISCUSSIONS: Discussions will be held only with the firms in the competitive range. If, after discussions have begun, an offerer originally in the competitive range is no longer considered to be among the most highly rated offerers being considered for award, that offerer may be eliminated from the competitive range whether or not all material aspects of the proposal have been discussed, or whether or not the offerer has been afforded an opportunity to submit a proposal revision. Discussions will normally be conducted in writing. The Contracting Officer will discuss with each offerer in the competitive range, significant weaknesses, deficiencies, and other aspects of its proposal that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offerer still in the competitive range will be given an opportunity to submit a final proposal revision. At this point, the Government intends to make award without obtaining further revisions.

8.5 SELECTION AND AWARD: The Government intends to make award based on initial offers. If discussions are conducted, then after receipt of final proposal revisions, the Technical Evaluation Team will evaluate supplemental information provided by offerers, adjust technical ratings previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changes to proposed prices, the Contracting Officer will perform a best-value analysis. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among technical criteria and price, and allows the Contracting Officer to consider award to other than the lowest priced offerer or other than the highest technically rated offerer. For this solicitation, technical factors are regarded higher than the price. Selection will be made to the responsible offer that conforms to the solicitation and represents the most advantageous offer to the Government.

9. DEBRIEFINGS.

9.1 PRE-AWARD: Offerers excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

9.2 POST AWARD: Unsuccessful Offerers shall request post-award debriefing within three (3) days after the date on which the offeror received notification of contract award. Point-by-point comparisons with other offerers' proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

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SPECIAL CLAUSES

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SPECIAL CLAUSES

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

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use ~~not later than 360 calendar days after date of receipt by Contractor of notice to proceed~~ as shown below. The time stated for completion shall include final cleanup of the premises.

	<u>Required Completion Date</u>
<u>All work except Optional Item No. 0005</u>	<u>Not later than 15 DEC 2004</u>
<u>Optional Item No. 0005</u>	<u>Not later than 15 JAN 2005</u>

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 16 FEB 2004. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the Contract and give the required performance and payment bonds within the time specified in the offer.

SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising Optional Bid Items 0005 and/or 0006 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-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$605.00 for each day of delay until the work is completed or accepted.

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

SC-3 AND SC-4 DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe;

or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

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

(2) General Liability.

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

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

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

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

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

The Contractor shall ensure the transporter and disposal facility have liability insurance 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. AIRFIELD SAFETY PRECAUTIONS

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

(1) "Landing Areas" means:

(i) the primary surfaces which are comprised of the surface of the runways, the runway shoulders, and the lateral safety zones (the length of each primary surface is the same as the runway length; the width of each primary surface is 610 meters (2,000 feet), 305 meters (1,000 feet) on each side of the runway centerline; (see footnote at end of clause)).

(ii) the "clear zone" beyond the ends of each runway, i.e., the extension of the "primary surface" for a distance of 305 meters (1,000 feet) beyond each end of each runway;

(iii) all taxiways plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 76 meters (250 feet) from the far or opposite edge of the taxiway, i.e., a 23 meters (75-foot)-wide taxiway would have a combined width of taxiway and lateral clearance zones of 130 meters (425 feet); and

(iv) all aircraft parking aprons plus the area 38 meters (125 feet) in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to Contract performance might result in vertical projections at or above the approach-departure clearance surface or the transitional surface.

(i) The "approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 15,240 meters (50,000 feet), first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(a) The inclined plane (glide angle) begins in the clear zone 61 meters (200 feet) past the end of the runway (and primary surface) at the same elevation as the end of the runway, and continues upward at a slope of 50:1 (.3048 meter (one foot) vertically for each 15.24 meters (50 feet) horizontally) to an elevation of 152 meters (500 feet) above the established airfield elevation; at that point the plane becomes horizontal, continuing at that same uniform elevation to a point 15,240 meters (50,000 feet) longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(b) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone; thence it flares uniformly, reaching the maximum width of 4,877 meters (16,000 feet) at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(a) The inclined plane in each case begins at the edge of the surface.

(b) The slope of the inclined plane is 7:1 (.3048 meter (one foot) vertically for each 2.13 meters (7 feet) horizontally), and it continues to the point of intersection with

(1) Inner horizontal surface (which is the horizontal plane 46 meters (150 feet) above the established airfield elevation) or

(2) Outer horizontal surface (which is the horizontal plane 152 meters (500 feet) above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone and approach-departure clearance zone.)

(b) General

(1) The Contractor shall comply with the requirements of this clause while

(i) Operating all ground equipment (mobile or station art);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(a) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(i) Closed by order of the Contracting Officer, and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(i) Approved by the Contracting Officer,

(ii) At a distance of at least 229 meters (750 feet) from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(e) Landing Areas

The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer.

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be .9144 meters (3 feet) square, and consist of a checkered pattern of international orange and white squares of .3048 meter (1 foot) on each side (except that the flag may vary up to 10 percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety Precaution Areas

The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

SC-13 DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to:

(1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

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

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

(b) The Contractor shall--

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

(c) In general—

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

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

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

SC-19 THROUGH SC-21 DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

(a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.

(b) Tires, excluding airplane tire

(e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

(a) Building insulation product including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite);

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).

(3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and nonacoustical lay-in panels, floor underlayments, and roof overlay (cover board).

(c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.

(d) Carpet made of polyester fiber use in low- and medium-wear applications.

(e) Floor tiles and patio block containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

(a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

(b) Parking stops made from concrete or containing recovered plastic or rubber.

(c) Channelizers containing recovered plastic or rubber.

(d) Delineators containing recovered plastic, rubber, or steel.

- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

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 Portland Air National Guard Base, Portland, OR
 PN: TQKD 012252
 Drawing No. 312s/141-11-01

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85	E007	Systems Floor Plan		31 OCT 03
86	E008	One-Line, Details and Diagrams		31 OCT 03
87	E009	Details and Diagrams		31 OCT 03
88	E010	Panel Schedules		31 OCT 03

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

REFERENCE DRAWING NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1		C1	Utilities, Site Plan		14JUN85
2		2	Floor Plan, Reflected Ceiling Plan, and Schedules		14JUN85
3		3	Floor Plan, Details		14JUN85
4		4	Roof Plan, Details	A	16JUN86
5		S1	Roof Framing Plan, Details	A	16JUN86
6		M1	Heating and Ventilating Plan	A	16JUN86
7		A3	Floor Plan	1	16FEB96
8		A4	Reflected Ceiling Plan	1	16FEB96
9		A5	Roof Plan	1	16FEB96
10		A6	Exterior Elevations	1	16FEB96
11		A7	Roof Framing Plan, Details	1	16FEB96
12		A8	Building Sections & Details	1	16FEB96
13		S1	Foundation Plan	1	17FEB96
14		S2	Roof Framing Plan, Details		30MAR92
15		M1	HVAC Plan and Notes		27MAY92

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

<u>DRAWING NUMBER</u>	<u>SHEET NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
<u>SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS</u>			
	1 & 2	U.S. Air Force Project Construction Sign	84JUN20
	1	Hard Hat Sign	10SEP90

END OF SECTION

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SECTION 10520

FIRE PROTECTION SPECIALTIES

THIS SECTION IS ADDED IN ITS ENTIRETY BY AMENDMENT 0003.

PART 1 GENERAL

The materials of this Section are part of the overall requirements to comply with the specified level certification of the "Leadership in Energy and Environmental Design" or LEED Green Building Rating System, Version 2.1. The materials to be provided are to meet the guidelines for selection, as available and as part of the total package developed, as defined in Section 00823 LEED CERTIFICATION REQUIREMENTS and Section 01050 SUSTAINABLE DESIGN AND CONSTRUCTION PROCEDURES.

1.1 REFERENCES

ASTM INTERNATIONAL (ASTM)

ASTM E 814 (2002) Fire Tests of Through-Penetration Fire Stops

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2002) Standards for Portable Fire Extinguishers

1.2 SUMMARY

This Section includes the following:

- 1. Portable fire extinguishers.
- 2. Fire-protection cabinets.
- 3. Mounting brackets for fire extinguishers.

See Division 9 painting Sections for field painting fire-protection cabinets.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Product data for each type of product indicated:

Fire Extinguishers.

Include rating and classification.

Fire Protection Cabinets.

Include door hardware, cabinet type, trim style, panel style, and details of installation.

SD-04 Samples

For each exposed cabinet finish.

SD-10 Operation and Maintenance Data

Include maintenance data for cabinets and fire extinguishers.

1.4 QUALITY ASSURANCE

1.4.1 NFPA Compliance

Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

1.4.2 Fire Extinguishers

Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

1.4.3 Fire-Rated Fire-Protection Cabinets

Listed and labeled to comply with requirements of ASTM E 814 for fire-resistance rating of walls where they are installed.

1.5 COORDINATION

Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

1.6 WARRANTY

1.6.1 Special Warranty

Manufacturer's standard form in which manufacturer agrees to repair or replace components of portable fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

- a. Failure of hydrostatic test according to NFPA 10.
- b. Faulty operation of valves or release levers.

2. Warranty Period shall be twelve years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 PORTABLE FIRE EXTINGUISHERS

2.1.1 General

Provide fire extinguishers throughout the facilities and ensure compliance with NFPA 10, as coordinated with the ANG base fire department. Locate an extinguisher at each facility exit door. Fire extinguishers shall be

placed both interior and exterior of the facility, as required. Include pictorial marking system complying with NFPA 10, Appendix B and bar coding for documenting fire extinguisher location, inspections, maintenance, and recharging.

2.1.2 Multipurpose Dry-Chemical Type in Steel Container

UL-rated 4-A:60-B:C, Amerex Model #441 or equivalent, 10-lb nominal capacity, with monoammonium phosphate-based dry chemical in red enameled-steel container.

2.2 FIRE PROTECTION CABINETS

Provide and ensure Compliance of fire extinguisher cabinets throughout the facilities and ensure compliance with NFPA 10, as coordinated with the ANG base fire department. All extinguisher cabinets shall be recessed unless wall thickness is not adequate for recessed cabinets, in which case semi-recessed may be used. All cabinets shall have eased corners, glass face and shall be red in color. Locked style cabinets are **not** approved for use.

Cabinets shall be of heavy duty brushed stainless steel construction. Cabinets shall be suitable to accommodate an Amerex, Model 441, 10lb ABC fire extinguisher.

2.2.1 Door Hardware

Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style.

2.2.2 Accessories

2.2.2.1 Mounting Bracket

Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, with plated or baked-enamel finish.

2.2.2.2 Lettered Door Handle

One-piece, cast-iron door handle with the word "FIRE" embossed into face.

2.2.2.3 Identification

Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location.

- a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."

- 1) Location: Applied as directed.
- 2) Application Process: Decals.
- 3) Lettering Color: To be selected.
- 4) Orientation: Vertical.

2.2.2.4 Alarm

Manufacturer's standard alarm that actuates when fire-protection cabinet door is opened and that is powered by batteries.

2.2.3 Finishes

Manufacturer's standard baked-enamel paint for the following:

- a. Exterior of cabinet, door, and trim, except for those surfaces indicated to receive another finish.
- b. Interior of cabinet and door.

2.3 FABRICATION

2.3.1 Fire Protection Cabinets

Provide manufacturer's standard box (tub), with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld joints and grind smooth.

1. Construct fire-rated cabinets with double walls fabricated from 0.0428-inch-thick, cold-rolled steel sheet lined with minimum 5/8-inch-thick, fire-barrier material. Provide factory-drilled mounting holes.

2.3.1.1 Cabinet Doors

Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles selected.

1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch thick.
2. Miter and weld perimeter door frames.

2.3.1.2 Cabinet Trim

Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

PART 3 EXECUTION

3.1 INSTALLATION

Install fire-protection specialties according to manufacturer's recommendations.

-- End of Section --